

PART I - SECTION B
SUPPLIES/SERVICES & PRICE/COST

B.1 General

The Contractor must provide the necessary services to accomplish the requirements set forth under Section C, Statement of Work.

B.2 Contract Type

The Federal Aviation Administration (FAA) anticipates awarding an Indefinite Delivery/Indefinite Quantity (IDIQ), Fixed Labor Rate Contract. Delivery orders will be utilized to further define and cost the specific assignments under the contract. The total ceiling for the potential three-year contract period is \$8,500,000.00.

B.3 Estimated Minimum/Maximum Level of Effort

The estimated maximum level of effort in dollars for the entire term of this contract is \$8,500,000.00. The estimated minimum level of effort in dollars to be ordered during the entire term of this contract is \$850,000.00. The Government is not bound to order services beyond its minimum level of effort.

B.4 Services to be furnished and Rates

B.4.1 Year 1 – From time of award through 12 months

<u>CLIN</u>	<u>Labor Category</u>	<u>Labor Rate</u>	<u>Labor Hours</u>	<u>Total</u>
1001	Principal Consultant		4600	
1002	Program/Project Manager		3680	
1003	Senior Consultant		3680	
1004	Senior Human Resource Analyst		3680	
1005	Senior Technical Support Staff		3150	
1006	Management Analyst		3105	
1007	Administrative Support Staff		2760	
	<u>Subtotal</u>			
ODCs	Travel			\$24,590.00
	Materials			\$11,858.00
	<u>Subtotal ODCs</u>			\$326,448.00
<u>Total</u>				

B.4.2 Year 2 – From 13th month through the 24th month

<u>CLIN</u>	<u>Labor Category</u>	<u>Labor Rate</u>	<u>Labor Hours</u>	<u>Total</u>
2001	Principal Consultant		4260	
2002	Program/Project Manager		3680	
2003	Senior Consultant		3680	
2004	Senior Human Resource Analyst		3440	
2005	Senior Technical Support Staff		2960	
2006	Management Analyst		2690	
2007	Administrative Support Staff		2760	
	<u>Subtotal</u>			
ODCs	Travel			\$24,590.00
	Materials			\$11,858.00
	<u>Subtotal ODCs</u>			\$326,448.00
<u>Total</u>				

B.4.3 Year 3 – From 25th month through the 36th month

<u>CLIN</u>	<u>Labor Category</u>	<u>Labor Rate</u>	<u>Labor Hours</u>	<u>Total</u>
3001	Principal Consultant		3680	
3002	Program/Project Manager		2760	
3003	Senior Consultant		3680	
3004	Senior Human Resource Analyst		2860	
3005	Senior Technical Support Staff		2893	
3006	Management Analyst		2760	
3007	Administrative Support Staff		2760	
	<u>Subtotal</u>			
ODCs	Travel			\$24,590.00
	Materials			\$11,858.00
	<u>Subtotal ODCs</u>			\$326,448.00
<u>Total</u>				

B.5 Productive Labor Hours

For purposes of this contract and specific services as set forth in each delivery order, the Government will pay only for productive direct labor hours, which are those hours expended by Contractor personnel in performing work under the scope of this contract. The number of hours will be specified in the delivery order(s). This does not include sick leave, vacation, holidays, jury duty, military leave or any other kind of administrative leave. "Productive direct labor hours" include hours expended by the Contractor on matters related to contract management and administrative only to the extent that such hours are specifically excluded from indirect rates in accordance with the Contractor's usual accounting practices.

The Government may unilaterally reallocate direct labor hours between labor categories. The Contractor may not.

B.6 Fixed, Burdened Hourly Rates

Fixed, burdened hourly rates include but are not limited to: direct labor, applicable indirect expenses and profit and shall reflect all associated facility-related expenses such as office leases, computer hardware and software, telephones and office equipment and supplies. The rates shall also reflect expenses for contract management including the preparation of invoices cost and technical proposals contract status reports etc. but shall exclude travel other direct cost (materials as described in Section G), and associated General and Administrative (G & A) expenses.

B.7 Other Direct Costs (ODC)

The amounts provided for ODC are budgeted amounts that must not be exceeded by the Contractor but are included in the overall contract amount. Any charges over the amounts provided will receive consideration for reimbursement by submitting a brief justification with the specific invoices.

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PART I - SECTION C

SCOPE OF WORK

Federal Aviation Administration, Office of Leadership and Professional Development
Strategic Planning and Organizational Development

C.1 Introduction

The Office of Leadership and Professional Development and the Office of ATO Workforce Services' mission is to support the Vice President for Strategy and Performance Business Unit (AJG) and the performance of the ATO organization by identifying, developing, implementing, and supporting programs and initiatives to improve its ongoing business operations. The processes and programs led by AJG-8 include Strategic Business Management efforts, ATO's human capital management program efforts, and the management of ATO partnerships. In addition, the Office of Workforce Services provides the executive direction and guidance to all service units of the ATO for a wide range of human capital services provided centrally and exercising the human resource authorities delegated to the ATO. Functional areas for program implementation and guidance include ATO activities associated with recruitment, staff, employment, classification, compensation, performance management, awards, and position management.

This Statement of Work also supports technical and administrative support to the Office of Financial Systems and Performance Reporting and the Office of the Aviation Policy, Planning, and Environment. The Office of Financial Systems and Performance Reporting is responsible for developing requirements for core financial and labor reporting systems and decision support tools; developing, implementing, communicating and ensure compliance with cost accounting policy, guidance and methodology within the ATO. The Office of Aviation Policy, Planning, and Environment leads FAA's Strategic and Business Planning efforts, including the development and updating of the FAA's Strategic Plan, known currently as the ***Flight Plan***, oversees the development of organizational Business Plans for all lines of business and staff offices (including ATO's individual Service Units) in the agency, and manages the Monthly Flight Plan performance assessment process. .

C.2 Background

The ATO was created within the FAA to better focus on the provisions of air traffic services to users of the National Airspace System. A major element of this refocusing is to ensure that the ATO is providing good value to its customers and stakeholders, which can be accomplished by working efficiently, effectively, and becoming better stewards of managing funds.

C.3 Objective

The requirements contained in this Statement of Work result in a demand for contract support services to include program analysis, program management, technical, analytical, budget, training and administrative skills to support business, acquisition, budget and training areas of responsibility. To compensate for this high demand, there is a need for experienced professional services of a Contractor to support functions across the FAA/ATO. The proposed support is to

provide the specialized skills required to aid the ATO in its relationships, interactions with and support to service units and service centers. As changing requirements occur, the Contractor is to adapt and provide people with the appropriate qualifications to accommodate such transitions.

C.4 Scope

Contractor resources are required to assist and support the Offices of Leadership and Professional Development, Workforce Services, Financial Systems and Performance Reporting and the Office of Aviation Policy, Planning, and Environment in the execution of its programs. The Contractor must provide management consulting services to improve the efficiency and effectiveness of organizational processes and systems in support of the FAA/ATO in the following areas:

1. Business Process
2. Management Analysis
3. Facilitation Services
4. Human Resource Planning and Implementation Support
5. Position Classification Analyses
6. Strategic Planning and Performance Measurement
7. Human Capital Planning
8. Organizational Development
9. Succession Planning
10. Financial Systems and Performance Reporting
11. Flight Plan, Strategic Planning, and Business Planning Support
12. Instructional Design
13. Reports, Studies, and Presentations
14. Communications Planning, Development and Implementation
15. Quick Response Studies/Special Projects

C.5 References

1. Federal Aviation Administration Flight Plan/Business Plan
2. Government Performances and Results Act (GPRA)
3. Industry Standard Hardware and Software for all products and materials produced for the FAA.
4. Performance Management Standards

C.6 Requirements

The following requirements are stated in general terms and will be further defined in specific task orders issued under the contract.

The tasks for this requirement include Business Process, Management Analysis, Facilitation Services, Human Resource Planning and Implementation Support, Position Analyses Strategic Planning and Performance Management, Human Capital Planning, Organizational Development, Succession Planning, Financial Systems and Performance Reporting, Flight Planning, Strategic

Planning and Business Planning Support, Instructional Design and Communications Planning, Development and Implementation.

The contractor must be aware of all these task dimensions in order to perform them completely, correctly and within established timeframes to meet the FAA's expectations.

The contractor must interact with FAA federal employees and FAA contractor personnel on a daily basis to meet the quick turnaround, fast paced requirements of the FAA.

C.7 Business Process

The Contractor must develop models of organizational elements, customer and supplier networks, tasks, skill requirements, processes, products, and key decision points related to FAA and the Offices of Leadership and Professional Development and Workforce Services core processes.

The Contractor must develop graphic representations of current and future processes and structures resulting from these models.

The Contractor must develop and implement action plans and operational changes in organizations and systems to create the required structures and business processes to meet the future civil aviation environment.

The Contractor must develop materials (i.e., briefings, presentations, studies, etc.) and provide logistics, technical and implementation support for changes in programs that identify resource requirements.

C.8 Management Analysis

The Contractor must identify key elements of strategic and/or annual performance plans related to accomplishment of FAA and ARA goals and objectives.

The Contractor must identify policies, processes, and procedures required to accommodate planning in these areas.

The Contractor must identify strategies and/or annual performance activities related to the accomplishment of FAA/ATO goals and objectives.

Contractor must identify gaps between required policies, processes, and procedures.

Contractor must design and develop draft (proposed) policies, processes, and procedures to fill gaps.

The Contractor must identify methodologies and tools required to support new planning processes and procedures.

The Contractor must provide analyses to support transition and implementation of strategic and performance plans.

C.9 Facilitation Services

The Contractor must assist all work groups (offices covered under this requirement) in developing structured approaches to group/team problem solving.

The Contractor must provide recommendations for developing charters, guidelines, scope, process, and product definitions for groups/ teams assigned to analyze issues or make recommendations/decisions.

The Contractor must participate in group/team meetings and facilitate group processes or the development of group/team products.

The Contractor must document the process and products of group/team meetings.

The Contractor must develop briefings, reports, or plans documenting the outcomes of group/team meetings and products.

The Contractor must assist task forces and work groups to design plans and schedules to accomplish their assigned tasks.

The Contractor must provide assistance to the work groups in analyzing the fundamental requirements of the FAA for system acquisition, operation, maintenance, and support activities.

The Contractor must prepare briefings and explanatory materials that present the findings and recommendations as required by the work group.

The Contractor must prepare draft and final reports as required on the findings and recommendations of the working group.

C.10 Human Resource Planning and Implementation Support

The Contractor must conduct feasibility analyses regarding specific issues related to National Airspace System (NAS) modernization, facilities and equipment (F&E) and research, engineering, and development (R,E&D) projects, and other special projects with FAA human resource implications. Feasibility studies may include (1) development of human resource scenarios for supporting future state and transition activities related to the projects; (2) analysis of the cost and logistical implications of moving FAA personnel for facility consolidation; (3) detailed analysis of site-specific human resource requirements or availability issues; and (4) design of studies, data collection and analysis, and reporting the results of analyses.

The Contractor must assist in the design and development of new human resource management programs in areas related to staffing, compensation, performance management, and/or workforce development.

The Contractor must provide recommendations for supporting implementation of human resource programs related to staffing, compensation, performance management, and/or workforce development.

The Contractor must provide recommendations for designing and developing ATO Policy for Performance Management initiatives to improve individual and organizational performance.

The Contractor must comply with Performance Management Standards and requirements.

The Contractor must assist in creating, modifying and administering performance management databases to include rating collections.

The Contractor must assist in creating, developing, implementing and administering ATO awards programs to include automation for ease of processing.

The Contractor must provide recommendations in creating management and employee tools to enhance and improve performance management programs.

The Contractor must provide advice, guidance and interpretation of national policies.

The Contractor must assist in developing and administering human resource training to a wide array of audiences to include interactive telecom and net meetings. This training includes, but is not limited to, SCI Training, Core Compensation, Retirement, Performance Management training etc and will include service centers.

The Contractor must maintain and modify Division's website to include management tools, updates, and monthly calendar of events.

C.11 Position Classification Analyses

The Contractor must conduct analysis to identify whether or not position descriptions accurately reflect duties and responsibilities consistent with the functions assigned to the designated organizational unit.

The Contractor must conduct Position Classification Evaluations that clearly explain and document the basis for the assigned title, series, and grade of each position description.

The Contractor must provide support to the mission of organizations within the Workforce Services Directorate.

The Contractor must support the development and implementation of a Position Description Library that identifies positions descriptions developed and their associated evaluation reports.

The Contractor must provide recommendations for designing potential human resource programs

and policies to address the shortfalls identified.

C.12 Strategic Planning and Performance Measurement

The Contractor must assist in the development of strategic plans with tactical /strategic objectives and associated performance measures.

The Contractor must provide recommendations for designing and provide assistance in the implementation of systems for tracking organizational performance on strategic/tactical performance objectives in compliance with the Flight Plan/Business Plan and Government Performance and Results Act (GPRA) requirements.

The Contractor must provide recommendations in developing a comprehensive "big picture" representation of a strategic planning process that depicts dependencies, a calendar of drivers or decision points and high-level data flows and relationships.

The Contractor must provide assistance in identifying and integrating disparate agency planning activities.

C.13 Human Capital Planning

The Contractor must provide expert advice and guidance on human capital planning and recommend a comprehensive approach for the annual workforce planning activities updating ATO human capital plans, implementation of strategies etc.

The Contractor must assist in facilitating the Acquisition Workforce Council planning and progress meetings as well as any formal planning events.

The Contractor must provide formal notes for each Acquisition Workforce Council meeting and/or planning event.

The Contractor must provide expert advice, guidance and recommendations on the development of sound implementation plans and detailed staffing plans.

The Contractor must assist in developing briefing materials for sharing the human capital plan with a variety of audiences.

C.14 Organizational Development

The Contractor must collect information about organizational processes, products, services and customers via research, interviews and surveys.

The Contractor must perform analyses to support the development of alternative organizational approaches, processes, structures, and management systems.

The Contractor must assist in developing transition activities schedules and plans to support the implementation of organizational changes.

The Contractor must assist in developing strategic plans for implementation of organizational change activities.

The Contractor must assist in developing communication strategies for employees, managers, customers and stakeholders.

The Contractor must assist in facilitating management decision making and development and implementation of management strategies to support required changes in organizational culture.

The Contractor must assist in developing training strategies and programs for affected employees and managers.

C.15 Succession Planning

The Contractor must provide support for the development of a Succession Planning Session for identified populations which include:

- Process design and development
- Supporting tools (e.g., competency assessments, feedback processes)
- Defining curriculum requirements
- Program development

The Contractor must provide a model and infrastructure for using work experiences (e.g., Details, Task Forces) in a targeted way to support Succession Planning and individual development.

The Contractor must include information management tools to track and match individual skills and needs with organizational and position requirements/career paths.

C.16 Instructional Design

The Contractor must assist with curriculum assessments and course development for employee training.

The Contractor must assist in developing processes, templates and visual and text-based materials.

The Contractor must identify and assess training resources and scheduling strategies.

The Contractor must conduct analyses that examine both resource requirements and scheduling implications of the new data and assumptions.

The Contractor must provide assistance in the design and completion of analyses, evaluations, and survey instruments, including development of databases and analytic programs, as requested.

The Contractor must assist in developing front-end requirement analysis.

The Contractor must provide recommendations for collecting and developing mission critical data for acquisition training.

The Contractor must assist in developing a training needs assessment.

The Contractor must assist with the design and development of course curriculum.

The Contractor must conduct needs analysis for curriculum development

The Contractor must prepare a schedule of training.

The Contractor must assist in preparing training materials.

The Contractor must conduct training sessions.

The Contractor must assist in designing evaluation/survey template for data collection.

The Contractor must assist in developing training materials for applications or procedures that have been developed.

The Contractor must assist in training implementation and support services for acquisition training (i.e., systems engineering, AMS, program management, cost estimating etc) which include, but is not limited to:

- a. Assist in site selection, identification and preparation
- b. Assist in conducting needs analysis for curriculum development
- c. Assist in preparing training schedules
- d. Assist in conducting training

The Contractor must assist in the outline of the organization's roles and responsibilities, identify facilities and locations, showcase the work force and its capabilities and explain the status of plans and programs.

The contractor must be proficient in industry standard hardware and software for all products and materials produced for the FAA. This includes Macintosh and PC based applications/hardware, high-end digital photography, sound and copying/reproducing equipment, and Adobe Creative Suite.

C.17 Financial Systems and Performance Reporting

The Contractor must assist in cost and performance management and analysis. Collect, validate and analyze financial and staffing data, identify anomalies or issues, align data with historical information, attend meetings with internal and external customers and make recommendations to management.

The Contractor must assist in the monthly production of the Strategic Management Pathway (SMP) Finance Reports and analysis. Activities include data collection, data validation, statistical analysis, and performance analysis, including reconciliation with PBViews.

- a. Reengineer report process for SMP Finance Reports.
- b. Assist in updating the Cost Accounting System (CAS) cost methodology documentation to be consistent with all new CAS software version releases.
- c. Provide subject matter expertise in support of migration of FSEP data to the new ATO format.
- d. Assist with testing, validating and analyzing the CAS output (reports).
- e. Assist in developing, coordinating and refining the on-going updates of ATO organization tables for Budget Execution Tool (BET), DELPHI, Cru-X LDR and CAS.
- f. Provide staffing analysis, data, and data validation for monthly and planning cycle input to BET.
- g. Assist in developing automated, integrated data models, and queries to provide data for SMP, BET, and in support of Civil Air Navigation Service Organization (CANSO).
- h. Provide reports and analysis relating to SMP, BET, and CANSO requirements.
- i. Assist in delivering ATO Finance's financial training and materials to the ATO Service Area regional meetings and HQ management teams.
- j. Facilitate team offsite and planning meetings.

C.18 Flight Plan, Strategic Planning, and Business Planning Support

The contractor must provide technical expertise to assist AEP in conducting, receiving and evaluating the results of outreach on the revised Flight Plan.

- a. The contractor must prepare and, as needed, modify existing electronic vehicles for receiving FAA employee and stakeholder communications, including the Comment site on the FAA Flight Plan Web Page and the associated e-mail box that is available for comments.
- b. The contractor must receive and categorize FAA employee and stakeholder comments.
- c. The contractor must provide graphics and publication support for presenting the results of outreach to senior FAA management, to FAA employees, and, as needed, to the public.

- d. The contractor must provide additional analysis and support to outreach, as required, including detailed analysis and information on individual responses and gaining permission for possible identification of respondents and their comments in the Flight Plan and/or related documents.
- e. The contractor must provide support and assistance to the Office in working with FAA organizations to develop and transmit Administrator responses to employee and stakeholder comments.
- f. The contractor must organize and summarize FAA employee comments by goal area and subject. Provide both summarized comments and the individual comments associated with each summary.
- g. The contractor must organize and summarize aerospace community and public comments by goal area and subject.
- h. The contractor must highlight employee and stakeholder comments that provide key recommendations, for possible later recognition.
- i. The contractor must recommend changes to the Flight Plan and Business Plans to accommodate the most important recommendations.
- j. The contractor must assist FAA organizations to develop recommended changes and draft responses to stakeholders and FAA employees who commented on the Flight Plan for the Administrator for signature or e-mail transmission.
- k. The contractor must provide support and assistance to the Program Office in gaining senior management decisions on recommended changes to the Flight Plan based on employee and stakeholder comments.
- l. The contractor must prepare draft decision documents for the Administrator.
- m. The contractor must support disposition meetings in which proposed change Flight Plans are reviewed, accepted, rejected, or modified and approved.
- n. The contractor must provide graphics and publication support for new planning documents, such as a Web-based version of the Flight Plan, Business Plans, and a published Flight Plan Executive Summary to be distributed widely throughout the FAA and the aerospace community.
- o. The contractor must provide assistance to the Program Office in revising and editing the Flight Plan.
- p. The contractor must provide assistance to the Program Office in highlighting key comments that resulted in changes to the Flight Plan.
- q. The contractor must update Change Maps that track proposed and approved Flight Plan Changes and compare the existing and original wording, if any.
- r. Business Planning Support:

The contractor staff must support the FAA corporate-wide Business Planning effort. The team is responsible for working with FAA Lines of Business (LOB) and Staff Offices (SO) in the updating of FY 2009 and FY 2010 Business Plans to reflect FY 2009 – FY 2013 *Flight Plan* and FY 2009 and FY 2010 budget changes. They will

maintain Change Maps documenting changes made to the Flight Plan that must be reflected in organizational business plans; develop and/or update Business Planning materials; plan and participate in kick off session with LOB and SO; support LOB and SO during their Business Plans development; review draft Business Plans and provide feedback to planning contacts; support interactions with Executive team AEP-1, Chief of Staff, ADA, AOA.

Tasks to be performed or supported include:

- Project Management.
- Project plan development, revision, and maintenance.
- Highlighting and capturing, then monitoring and tracking issues using a Team Action Record.
- Coordinating Weekly Planning Team Status Meetings.
- Providing facilitation to meetings and sessions.
- Business Planning Team Management and Personnel Coordination.
- Material development, including guidance for existing scope and new requirements, Business Plan Reviews, Change Maps, examples, presentations, manuals, speaking points, and issue papers and summaries.

The contractor must provide assistance and support needed to develop options for executive consideration and implement any and all new practices, under the direction of the Program Office Senior Staff.

The Contractor must produce a variety of studies/research, gap analysis, trend analysis, qualitative and quantitative analyses, metric reporting, end of the year reporting as required by FAA.

The Contractor must produce professional quality presentations as required by FAA to communicate program plans, analysis results, or task force findings.

C.19 Communications Planning, Development and Implementation

The Contractor must assist in the development and implementation of communication plans and strategies.

The Contractor must facilitate, prepare and update briefing and communication materials, including briefings, talking points, decision memoranda, white papers, emails and web site design and content updates.

C.20 Quick Response Studies/Special Projects

The Contractor must, as requested by the FAA, assist in designing and conducting quick response studies/projects in support of ATO, the ATO Management Team, and the Acquisition Workforce Council. The Contractor must perform activities such as:

- a. Assist in the development of work plan and schedule for a quick response study

- b. Attend meetings of teams conducting the study, as needed
- c. Provide technical input and assist in the design and completion of analyses, including development of databases and analytic programs as requested
- d. Develop briefings and reports on results of a study for the Director, the ATO Management Team, the Acquisition Workforce Council, and other interested parties.
- e. Develop detailed alternative approaches for systems development, operation, maintenance, and support. This could consist of assisting in (1) explanation of the underlying philosophies, concepts, and assumptions (e.g., technology) for each alternative; (2) summary of the weight factors for decision drivers (e.g., HR cost, risk feasibility, etc.) for each alternative; (3) develop new organizational structures that are needed to implement/support each alternative; (4) provide projections of the types and number of people required to support each alternative; (5) for each alternative, provide a funding profile; and (6) provide a description of the linking systems and infrastructure required to support each alternative.

C.21 Reports, Studies, and Presentations

Monthly reports must include detailed descriptions of work scheduled and accomplished during the reporting period. List any variances between actual and planned progress, discussions surrounding problems encountered and corrective actions taken or proposed, any difficulties or delay factors, pending issues, any issues that would require government assistance and submit summaries of impact of contractor's contributions to the client. Additionally, the report must include billing, cumulative financial status and projections. Informal bi-weekly expenditure reports and special reports must also be included with selected work assignments. The Contractor must produce a variety of reports, including statistical and analytical reports, as required by FAA.

Performance of this effort will require close, frequent coordination with FAA personnel at the FAA Headquarters in Washington, DC. The contractor will, therefore, be required to present at FAA HQ within 30 minutes to 1 hour after receiving a request to meet from the FAA Contracting Officer Technical Representative (COTR) or Alternate designated by the Contracting Officer (CO).

PART I - SECTION D
PACKAGING AND MARKING

D.1 Preservation, Packing and Packaging

All deliverables under this contract must be preserved and packaged in accordance with the most economical and best commercial practices to assure delivery at the destination and to prevent deterioration and damage to shipping, handling and storage hazards.

D.2 Marking

In addition to information provided with shipping instructions, all deliverable must be marked with the following:

- (a) FAA Contract Number and applicable Delivery Order Number under which the item is being delivered.
- (b) Contractor's name and address
- (c) List of Contents
- (d) Deliverable requirements as stated in Contract Section or as tasked.
- (e) Name and routing symbol of person to whom deliverable is being sent.

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PART I - SECTION E
INSPECTION AND ACCEPTANCE

E.1 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

E.2 3.10.4-5 Inspection--Time-and-Material and Labor-Hour (April 1996)

E.3 Inspection and Acceptance

(a) The Contracting Officer (CO) listed in Section G.1, or an individual designated by the CO, is authorized to perform inspection on behalf of the Government for the purpose of acceptance of all services to be provided.

(b) Inspection, review or the anticipation of acceptance/approval of a contract item in the course of its preparation must not be construed as assurance of acceptance of the finished product.

E.4 Quality Assurance

For quality assurance and to ensure compliance, Contracting Officer Technical Representative (COTR) or program office technical lead shall perform monitoring and inspection as necessary of all contract services and technical requirements as set forth in the statement of work and delivery orders.

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PART I - SECTION F

DELIVERIES OR PERFORMANCE

F.1 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

F.2 3.10.1-9 Stop-Work Order (October 1996)

F.3 3.10.1-11 Government Delay of Work (April 1996)

F.4 Place of Performance

Out-of-area travel to other FAA facilities such as William J. Hughes Technical Center in Atlantic City, NJ, the Mike Monroney Aeronautical Center in Oklahoma City, OK, or the Center for Management Development in Palm Coast, FL, may be required.

F.5 Performance of Work at Government Facilities

Any of the work under this contract which is performed by the contractor or any of its subcontractors on premises under Government control is subject to all provisions of this contract governing such work and the following: (a) all contractor personnel must at all times conspicuously display a distinctive badge provided by DOT/FAA or the contractor, identifying such personnel as employees of the contractor and must observe such security regulations as are in effect for the particular premises involved; (b) the contractor agrees that this is a non-personal services contract that for all the purposes of the contract, the contractor is not nor must it hold itself out to be an agent or partner of or in joint venture with the government and that it must neither supervise nor accept supervision from government employees; (c) the contractor must designate to the contracting officer in writing an on-the-premises representative to serve as the point of contact for the contracting officer and contracting officer technical representative (COTR); (d) performance of work on government premises must be confined to the area(s) specified by the contracting officer and/or COTR.

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F.6 Period of Performance

The period of performance will be from the time of award through:

Year 1: Date of Award through 12 Months

Year 2: 13 Months through 24 Months

Year 3: 25 Months through 36 Months

F.7 Deliverable Instructions

Document deliverables must be complete and conform to the instructions in this sections; incomplete deliverables or deliverables which contain significant deviation may result in rejection. It is the contractor's responsibility to ensure the completeness of the deliverable.

The contractor must provide the government with the following number of copies:

1 original and 3 copies (paper)

Electronic Copies

F.8 Deliverables

Deliverables must be submitted with a cover letter, signed by the company official as per Section G of the contract and delivered to FAA's Contracting Officer and Contracting Officer's Technical Representative (COTR) for the contract.

F.9 Deliverables and Delivery Schedule TBD by Task Order

<u>Number</u>	<u>Deliverable</u>	<u>Due Date</u>

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PART I - SECTION G
CONTRACT ADMINISTRATION DATA

G.1 Contract Administration

The points of contact for this contract are as follows:

Contracting Officer

Federal Aviation Administration
Attn: Eugene Kimbrough, Contracting Officer
800 Independence Avenue, SW
Washington, DC 20591
Phone: 202-493-5573
Email: Eugene.Kimbrough@faa.gov

Contract Specialist

Federal Aviation Administration
Attn: Tanyka L. Lawrence
800 Independence Avenue, SW
Washington, DC 20591
Phone: 202-267-7802
Tanyka.l.lawrence@faa.gov

Contracting Officer's Technical Representative (COTR)

Federal Aviation Administration
Attn: Vera Edwards
800 Independence Avenue, S.W.
Washington, D.C. 20591
202-267-8334
vera.edwards@faa.gov

G.2 FAA Contracting Officer's (CO) Authority

The FAA Contracting Officer assigned to this contract has responsibility for ensuring the performance of all necessary actions for effective contracting; ensuring compliance with the terms of the contract and safeguarding the interests of the United States in its contractual relationships. In this regard, the Contracting Officer is the only individual who has the authority to enter into, administer or terminate this contract. In addition, the Contracting Officer is the only person authorized to approve changes to any of the requirements under this contract. Notwithstanding any provision contained elsewhere in this contract, this authority remains solely with the Contracting Officer.

It is the responsibility of the Contractor to contact the CO immediately if there is even the appearance of any technical direction that is or may be outside the scope of the contract. Work not ordered by the Contracting Officer and/or work outside the scope of the contract must not be reimbursed by the Government. **The Contractor must immediately notify the Contracting Officer for clarification when a question arises regarding the authority of any person to act for the Contracting Officer under the contract.**

G.3 Contracting Officer's Technical Representative (AMS 3.10.1-22) (January 2008)

(a) The Contracting Officer may designate other Government personnel (known as the Contracting Officer's Technical Representative) to act as his/her authorized representative for contract administration functions, which do not involve changes to the scope, price, schedule or terms and conditions of the contract. The designation will be in writing, signed by the Contracting Officer and will set forth the authorities and limitations of the representative(s) under the contract. Such designation will not contain authority to sign contractual documents, order contract changes, modify contract terms or create any commitment of liability on the part of the Government different from that set forth in the contract.

The COTR is responsible for the technical administration of the contract and the technical liaison with the Contractor. The COTR is not authorized to change the scope of work or specifications in the contract, to make any commitments or otherwise obligate the Government or authorize any changes which affect the contract price, delivery schedule, period of performance, or other terms and conditions of the contract.

The COTR is responsible for monitoring progress and overall technical management of the work hereunder and shall be contacted regarding questions or problems of a technical nature. In no event, however, will any understanding or agreement, modification, change order or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless a contract modification or letter of direction is executed by the Contracting Officer prior to completion of this contract.

On all matters that pertain to contract terms, the Contractor must contact the Contracting Officer. When, in the opinion of the Contractor, the COTR requests effort outside the existing scope of the contract, the Contractor will promptly notify the Contracting Officer. The Contractor under such request must take no action unless and until the Contracting Officer has issued a letter of direction or a contract modification. (See also section G.2 below.)

(b) The Contractor must immediately contact the Contracting Officer if there is any question regarding the authority of an individual to act on behalf of the Contracting Officer under this contract.

In no event, however, will any understanding or agreement, modification, change order or other matter deviating from the terms of this contract be effective or binding upon the Government or Contractor, unless agreed to by the Contracting Officer and Contractor's authorized representative. The COTR is:

See G.1

G.4 Technical Direction

a. The COTR is not authorized to make any commitments or changes which constitute work not within the general scope of this contract or change the expressed terms and conditions incorporated into this contract or which constitute a basis for increase in the contract amount or extension of the contract period of performance.

The COTR may provide technical direction on contract performance. As used herein “technical direction” is direction to the Contractor which confirms the results meetings, fills in details, requires pursuit of certain lines of inquiry or otherwise serves to accomplish the contract SOW.

b. Technical direction will be issued in writing by the COTR or confirmed by him/her in writing within five (5) calendar days after verbal issuance.

c. The Contractor must express its concurrence that any such technical direction is entirely within the scope of this contract and consistent with this provision by endorsing the written direction of the work so directed.

d. If the Contractor should during the course of the contract, interpret any advice or comments from the Contracting Officer’s Technical Representative as constituting any addition or revision to the scope of this contract, he must immediately notify the Contracting Officer so as to obtain official confirmation thereof, and refrain from acting on such advice or comments until confirmed by the Contracting Officer.

G.5 Interpretation or Modification

No verbal statement by any person and no written statement by anyone other than the Contracting Officer (CO) or his/her authorized representative acting within the scope of his/her authority must be interpreted as modifying or otherwise affecting the terms of this solicitation

G.6 Correspondence Procedures

To promote timely and effective administration, correspondence (except for invoices and reports submitted under this contract must be subject to the following procedures:

- a. Correspondence Preparation: All correspondence must contain a subject line, commencing with the contract number.
- b. Technical Correspondence of a routine nature shall be addressed to the designated Contracting Officer’s Technical Representative with an information copy of the correspondence to the Contracting Officer (see G.1)
- c. Other correspondence including technical correspondence where patent or technical data issues (if any) are involved and correspondence which proposes or otherwise involves waivers, deviations or modifications to the contract requirements, terms or conditions, etc., must be addressed to the Contracting Officer (see G.1) with an information copy of the correspondence to the COTR.

- d. Invoices must be submitted in accordance with clause G.5 “Billing Instruction.”
- e. All correspondence regarding contract administration must be addressed in accordance with this clause unless otherwise requested by the Contracting Officer.

G.7 Billing Instructions

The FAA Headquarters “Designated Billing Office” and “Designated Payment Office” is the Accounts Payable Branch (AMZ) as listed below.

Regular Mail

FAA/MMAC

AMZ-110

PO Box 25710

Oklahoma City, OK 73125

Express Mail

FAA/MMAC

AMZ-110

6500 South MacArthur Blvd

Oklahoma City, OK 73169

The contractor must submit one original and one copy of a properly executed Standard Form 1034 with the Contractor’s regular invoice prepared in accordance with requirements set forth in the FAA AMS Clause 3.3.2-1, Contract Cost Principles.

G.8 Invoicing

The Contractor must invoice by contract line item number (CLIN). All delivery orders must include only one consolidated invoice per month for the services performed in the preceding month is authorized.

The contractor must deliver invoices in accordance with the following distribution:

Quantity

Original and 1 copy

Original

1 Copy

Destination

Contract and Miscellaneous Section AMZ-110

Contracting Officer, AJA-48

COTR

All work must be conducted utilizing those personnel technically qualified to perform the work and having the least expensive rate to the Government.

Payment for work performed under this contract will be made as soon as possible after receipt of invoices but is subject to review and approval by the Contracting Officer and/or other designated individuals.

In the event of questioned costs, the Contracting Officer may withhold any amount in question due on any invoice until such time as the Contracting Officer determines the validity of such costs.

G.9 Invoice Certification

An invoice will be considered incomplete unless the following certification is made part of the invoice and is completed by an authorized official of the Contractor:

Certification: “This is to certify that the services set forth herein were performed during the period stated and that incurred costs billed were actually expended.”

Signature of Official

Date of Signature

Signer’s name typed or printed

Signer’s title

G.10 Travel and Material/Other Direct Charges Expenses

Travel may be required for the purpose of the contractor’s efforts under the contract. Travel dates, times and locations are to be coordinated with the designated FAA COTR. Travel will be reimbursed on a cost plus general and administrative expense (no fee) basis. All travel must be approved by the Contracting Officer.

a. Travel: The contractor must ensure that:

(1) All travel, whether it is within the continental United States or outside the continental United States, must be accomplished by commercial carrier, privately owned automobile or auto rental and the cost paid by the contractor. The Government will reimburse the contractor for travel on a cost plus general and administrative expense (no fee) basis in accordance with the General Services Administration’s (GSA) “Federal Travel Regulations (FTR)” for domestic transportation if by commercial or Government carrier, and at the going rate per mile, plus road and bridge tolls, when travel is performed by private automobile. Auto rental will be reimbursed at actual cost plus road and bridge tolls.

(2) The travel reimbursable herein includes only that travel (commercial carrier or private automobile or auto rental) performed in accordance with the Statement of Work. Travel within a Government installation where Government transportation is available and travel performed for personal convenience including daily travel to and from work for both limited (i.e., exceeding three days duration in a given month) as well as longer term duration, will not be reimbursed.

(3) Relocation costs and travel costs incident to relocation are not allowable and will not be reimbursed.

The Government will reimburse the Contractor for actual and reasonable costs incurred for travel, subsistence, and lodging. Per Diem must be in accordance with the Federal Travel Regulation prescribed by the General Services Administration for the locations visited.

b. Per Diem

(1) The contractor will be reimbursed for the expense of meals at the approved M & IE rate (receipts not required), lodging for actual expenses only but not to exceed the Maximum Lodging Amount rate (receipts required), transportation between places of lodging or business and places where meals are taken and any other miscellaneous travel and living expense incurred in the performance of this contract at the per diem rate as set forth in accordance with the FTR.

(2) Per Diem will be payable only when in an authorized travel status. The per diem rate will be established in accordance with the FTR. The Government will not reimburse the Contractor for the costs of lodging, meals or incidental expenses in excess of the actual costs incurred.

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PART I - SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1. Incorporation of Representations, Certifications and Other Statements

All written representations, certifications and other statements made by the Contractor in Section K and incident to award of this contract or modifications of this contract are hereby incorporated by reference into this contract with the same force and effect as if they were in full text herein.

H.2 Relationships, Interpretations and Modifications

The Contractor must provide support to the Government by completing work within the Statement of Work and assigned under this contract. The Contractor must not provide technical direction of or assume the Government's responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor's efforts must not be binding on other Government contractors. The Contractor must not take any action with respect to other contractors which causes any change in their contract scope of work, cost or scheduling.

No oral statement of any person and no written statement of anyone other than the Contracting Officer or the COTR acting within the limits of the authority specified in such designation must modify or otherwise affect any provision of this contract.

H.3 Confidentiality of Data and Information

- (a) The Contractor and any of its subcontractors in performance of this contract, may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions which restrict the Government's right to use and disclose the data and information, or which may be of a nature that its dissemination or use other than in the performance of this contract, would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractor agree to abide by any restrictive use conditions on such data and not to:
- (b) Knowingly disclose such data and information to others without written authorization from the CO, unless the Government has made the data and information available to the public; and,
- (c) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.
- (d) In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreement from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the CO for information only. These agreements shall prescribe the scope of

authorized use of disclosure, and other terms and conditions to be agreed upon between the parties thereto. It is agreed by the Contractor, that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

- (e) Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the requirement to maintain confidentiality of data and information, as required above, to the end that they will be disciplined in the necessity to refrain from divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee, engaged in any effort connected with this contract, an agreement, in writing, which shall in substance provide that such employee will not, during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include "For Official Use Only") received in connection with the work under this contract.
- (f) The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use or disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.
- (g) The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The CO will consider case-by-case exceptions from this requirement for individual subcontracts in the event that:
- (h) The Contractor considers the application of the prohibition of this provision to be inappropriate and unnecessary in the case of a particular subcontract;
- (i) The subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;
- (j) Use of an alternate subcontract source would unreasonably detract from the quality of effort; and,
- (k) The Contractor provides the CO timely written advance notice of these and any other extenuating circumstances.
- (l) Except as the CO specifically authorizes in writing, upon completion of all work under this contract, the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the CO. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the CO that all copies, modifications, adaptations or combinations of such data or

information, which cannot reasonably be returned to the CO (or to a company), have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

- (m) These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

H.4 Access to Government Facilities

Part of the effort to be performed under this contract may be at facilities operated by the Federal Aviation Administration. The Contractor will be granted ingress and egress at the specific site where the effort is to be accomplished. Access to the site must be coordinated with the COTR.

While Contractor personnel are at Government facilities they are required to comply with all rules and regulations of the site particularly in the areas of health and safety. The facilities to which the Contractor has access at all times will be in the custody of the Federal Government and will not be considered "Government Property" furnished to the Contractor.

The scheduling of access to Government facilities must be under the control of the Government. Facility availability will be scheduled to permit timely performance of contract requirements. However, Contractor personnel must be prepared to work outside the normal daytime shift if conditions at the facility so require.

The Contractor must require that all Contractor personnel who perform work at FAA facilities wear identification badges which clearly identify individuals as Contractor employees. The Government reserves the right to issue its own contractor identification badges. If Government badges are required, they will be issued in accordance with Government procedures.

If it is brought to the attention of the Government that any Contractor or subcontractor employee working on this contract does not meet the minimal work requirements as defined in Section H.6, the Contractor will be advised in writing by the Contracting Officer and access to FAA facilities may be denied for that employee.

H.5 Performance of Work on Government Premises

Any work under this contract which is performed by the Contractor or any of its subcontractors on premises under Government control, is subject to all provisions of this contract governing such work and the following:

- (a) All Contractor personnel must, at all times, conspicuously display a distinctive badge provided by DOT/FAA, identifying such personnel employees of the Contractor, and must observe and otherwise be subject to such security regulations as are in effect for the particular premises involved. Contractor personnel assigned to off-site (Government furnished space) support activities will comply with the security regulations of the Government installation where work is performed.

(b) Performance of work on Government premises must be confined to the area(s) specified by the CO or the COTR.

H.6 Federal Holidays Observed

Working hours scheduled must observe Federal Holidays as follows:

New Year's	Labor Day
Martin Luther King's Day	Columbus Day
Washington's Birthday	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day (July 4 th)	Christmas Day

When one of the above-designated holidays falls on a Sunday, the following Monday will generally be observed as a legal holiday. When a legal holiday falls on a Saturday, the preceding Friday is generally observed as a holiday.

H.7 Personal Services

No personal services shall be performed under this contract. No contract employee will be directly supervised by any employees of the Government. All individual Contractor employee assignments and daily work direction shall be given by the applicable Contractor supervisor. If the Contractor believes that any Government action or communication as been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

The Contractor must not perform any inherently governmental actions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. No Contractor employee shall state orally or in writing at any time that he or she is acting on behalf of the Government. In all communication with third parties in connection with the contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to change the direction of their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issue by the Contracting Officer.

The Contractor must ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights to inspect and accept the services to be performed under this contract. The substance of this contract must be included in all subcontracts at any tier.

H.8 3.8.2-17 Key Personnel and Facilities (July 1996)

- (a) The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may with the consent of the contracting parties, be changed from time to time during the course of the contract.

- (b) Prior to removing, replacing, or diverting any of the specified personnel and/or facilities, the Contractor shall notify in writing, and receive consent from, the Contracting Officer reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

- (c) No diversion shall be made by the Contractor without the written consent of the Contracting Officer.

- (d) The key personnel and/or facilities under this contract are:

Labor Category	Key Personnel
<u>Principal Consultant</u>	_____
<u>Senior Consultant</u>	_____
<u>Program/Project Manager</u>	_____
<u>Senior Technical Support</u>	_____
<u>Senior Human Resource Analyst</u>	_____

[List key personnel and/or facilities]

(End of clause)

H.9. Incorporation of Representations, Certifications and Other Statements

All written representations, certification s and other statement made by the Contractor in Section K and incident to award of this contract or modifications of this contract are hereby incorporated by reference into this contract with the same force and effect as if they were in full text herein.

H.10 Relationships, Interpretations and Modifications

The Contractor shall provide support to the Government by completing work within the Statement of Work and assigned under this contract. The Contractor shall not provide technical direction of or assume the Government’s responsibility under any programs. Although the effort under this contract may include recommendations to the Government, specific Government approval and action will be necessary before such recommendations can become effective. The Contractor’s efforts shall not be binding on other Government contractors. The Contractor shall not take any action with respect to other contractors which causes any change in their contract scope of work, cost or scheduling.

No oral statement of any person and no written statement of anyone other than the Contracting Officer or the COTR acting within the limits of the authority specified in such designation shall modify or otherwise affect any provision of this contract.

H.11 Consultants

The utilization of professional and consultant services is governed in principle by the FAA AMS. Before employment of any consultant under the contract, the Contractor must obtain written approval from the CO. In requesting such agreements, the Contractor must furnish all pertinent information required by the CO, which may include the name or names of the individuals under consideration, extent of the proposed employment, and the rate of reimbursement.

H.12 Relocation Costs

Relocation costs must not be allowable as direct costs on this Contract unless advance, written approval is granted by the CO. Relocation costs must be in accordance with Government policy. The Contractor must submit its Corporate-approved travel policy to the CO in sufficient detail so as to identify the types of expenses (and limitations thereon), which the Contractor expects to recover as direct costs on this Contract.

In the event any request for support to the FAA occurs after the period of performance of this task order, separate contractual arrangements will be made for costs incurred.

H.13 Task Order Procedures

All work performed under this contract will be ordered via task orders approved by the Contracting Officer. The Contractor, the COTR and the Contracting Officer will sign the task order. The task order will provide a more narrow description of the effort required and shall also set for the delivery schedule for the specific requirement. The task order will be forwarded to the Contractor for review and signature. The Contractor will return the task order to the COTR. Once the task order is reviewed and signed by the COTR, the COTR will forward the task order to the Contracting Officer for final approval. Upon final approval by the Contracting Officer, the task order will be forwarded to the Contractor.

(a) Task Orders – Task orders define and authorize the work to be accomplished by the Contractor. They do not change the terms and conditions of the contract and shall not be used as pricing actions, change orders or a new procurement action.

(b) Issuance of Task Orders – The Contracting Officer is the only individual authorized to issue task orders or revisions to task orders. The task order or revisions to task orders will specify work to be performed within the general scope of work described in Section C. It is agreed and understood that a fully executed task order or revision to a task order signed by the Contracting Officer shall constitute authorization for the Contractor to proceed with the work specified therein. No other costs are authorized without the written consent of the Contracting Officer.

(c) Task Order Limitations – The Contractor shall not proceed with any work until he/she is in receipt of a task order or revision to a task order that is signed bilaterally by the Contractor and the Contracting Officer.

(d) Task Order Contents – Each task order and revision to a task order shall be prepared in accordance with the standardized task order format, Attachment J.1 Each task order and revision to a task order shall be prepared in accordance with the standardized task order format, sequentially numbered, e.g., task order 0001/1, task order 0001/2. Each fully executed task order shall contain the following:

- (1) Contract and task order numbers
- (2) A detailed description of the work to be accomplished
- (3) Delivery Schedule
- (4) The applicable appropriation and accounting data and,
- (5) The signatures of the Contractor, the Contracting Officer's Technical Representative (COTR) and the Contracting Officer.

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PART II - SECTION I

CONTRACT CLAUSES

I-1 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-1 Exclusion from Future Agency Contracts (August 1997)
- 3.1.7-2 Organizational Conflicts of Interest (August 1997)
- 3.1.7-5 Disclosure of Conflicts of Interest (May 2001)
- 3.1.8-2 Price or Fee Adjustment for Illegal or Improper Activity (September 2000)
- 3.2.2.3-8 Audit and Records (July 2004)
- 3.2.2.3-25 Reducing the Price of a Contract or Modification for Defective Cost or Pricing Data (July 2004)
- 3.2.2.3-33 Order of Precedence (July 2004)
- 3.2.2.3-37 Notification of Ownership Changes (July 2004)
- 3.2.2.7-6 Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (April 1996)
- 3.2.2.7-8 Disclosure of Team Arrangements (April 2008)
- 3.2.5-1 Officials Not to Benefit (April 1996)
- 3.2.5-3 Gratuities or Gifts (January 1999)
- 3.2.5-4 Contingent Fees (October 1996)
- 3.2.5-5 Anti-Kickback Procedures (October 1996)
- 3.2.5-6 Restrictions on Subcontractor Sales to the FAA (April 1996)
- 3.2.5-7 Disclosure Regarding Payments to Influence Certain Federal Transactions (June 1999)
- 3.2.5-8 Whistleblower Protection for Contractor Employees (April 1996)
- 3.2.5-13 Contractor Code of Business Ethics and Conduct (July 2008)
- 3.2.5-14 Display of Hotline Poster(s) (April 2008)
- 3.3.1-9 Interest (January 2008)
- 3.3.1-10 Availability of Funds (April 1996)
- 3.3.1-15 Assignment of Claims (April 1996)
- 3.3.2-1 FAA Cost Principles (October 1996)
- 3.4.1-12 Insurance (July 1996)
- 3.4.1-13 Errors and Omissions (July 1996)
- 3.6.1-1 Notice of Total Small Business Set-Aside (July 2006)
- 3.6.1-3 Utilization of Small, Small Disadvantaged, Women-Owned, and Service-Disabled Veteran Owned Small Business Concerns (September 2001)
- 3.6.1-4 Small, Small Disadvantaged, Women-Owned and Service-Disabled Veteran Owned Small Business Subcontracting Plan (April 2007)
- 3.6.1-6 Liquidated Damages--Subcontracting Plan (September 2001)
- 3.6.1-7 Limitations on Subcontracting (July 2008)

- 3.6.2-9 Equal Opportunity (August 1998)
- 3.6.2-12 Affirmative Action for Special Disabled and Vietnam Era Veterans (April 2007)
- 3.6.2-13 Affirmative Action for Workers with Disabilities (April 2000)
- 3.6.2-14 Employment Reports on Special Disabled Veterans and Veterans of Vietnam Era (April 2007)
- 3.6.2-39 Trafficking in Persons (January 2008)
- 3.6.3-11 Toxic Chemical Release Reporting (April 2008)
- 3.6.3-16 Drug Free Workplace (January 2004)
- 3.6.3-17 Efficiency in Energy-Using Products (April 2008)
- 3.7-1 Privacy Act Notification (October 1996)
- 3.7-2 Privacy Act (October 1996)
- 3.8.2-10 Protection of Government buildings, Equipment, and Vegetation (April 1996)
- 3.8.2-11 Continuity of Services - Expiring Contracts (October 2008)
- 3.9.1-1 Contract Disputes (November 2002)
- 3.9.1-2 Protest After Award (August 1997)
- 3.10.1-7 Bankruptcy (April 1996)
- 3.10.1-14 Changes--Time and Materials or Labor Hours (April 1996)
- 3.10.1-25 Novation and Change-of-Name Agreements (October 2007)
- 3.10.2-3 Subcontracts (Time-and-Materials and Labor-Hour Contracts) (April 1996)
- 3.10.2-5 Competition in Subcontracting (January 1998)
- 3.10.3-1 Definitions (April 2004)
- 3.10.3-2 Government Property - Basic Clause (April 2004)
- 3.10.6-3 Alternate IV Termination (Cost-Reimbursement) Alternate IV (October 1996)
- 3.14-3 Foreign Nationals as Contractor Employees (April 2008)

I.2 3.1.7-6 Disclosure of Certain Employee Relationships (October 2006)

(a) The policy of the FAA is to avoid doing business with contractors, subcontractors, and consultants who have a conflict of interest or an appearance of a conflict of interest. The purpose of this policy is to maintain the highest level of integrity within its workforce and to ensure that the award of procurement contracts is based upon fairness and merit.

(b) The contractor must provide to the Contracting Officer the following information with its proposal and must provide an information update within 30 days of the award of a contract, any subcontract, or any consultant agreement, or within 30 days of the retention of a Subject Individual or former FAA employee subject to this clause:

(1) The names of all Subject Individuals who:

- (i) participated in preparation of proposals for award; or
- (ii) are planned to be used during performance; or
- (iii) are used during performance; and

(2) The names of all former FAA employees, retained by the contractor who were employed by FAA during the two year period immediately prior to the date of:

- (i) the award; or

(ii) their retention by the contractor; and

(3) The date on which the initial expression of interest in a future financial arrangement was discussed with the contractor by any former FAA employee whose name is required to be provided by the contractor pursuant to subparagraph (2); and

(4) The location where any Subject Individual or former FAA employee whose name is required to be provided by the contractor pursuant to subparagraphs (1) and (2), are expected to be assigned.

(c) "Subject Individual" means a current FAA employee's father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, half sister, spouse of an in-law, or a member of his/her household.

(d) The contractor must incorporate this clause into all subcontracts or consultant agreements awarded under this contract and must further require that each such subcontractor or consultant incorporate this clause into all subcontracts or consultant agreements at any tier awarded under this contract unless the Contracting Officer determines otherwise.

(e) The information as it is submitted must be certified as being true and correct. If there is no such information, the certification must so state.

(f) Remedies for nondisclosure: The following are possible remedies available to the FAA should a contractor misrepresent or refuse to disclose or misrepresent any information required by this clause:

(1) Termination of the contract.

(2) Exclusion from subsequent FAA contracts.

(3) Other remedial action as may be permitted or provided by law or regulation or policy or by the terms of the contract.

(g) Annual Certification. The contractor must provide annually, based on the anniversary date of contract award, the following certification in writing to the Contracting Officer:

ANNUAL CERTIFICATION OF DISCLOSURE OF CERTAIN EMPLOYEE RELATIONSHIPS

The contractor represents and certifies that to the best of its knowledge and belief that during the prior 12 month period:

[] A former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement and complete disclosure has been made in accordance with subparagraph (b) of AMS Clause 3.1.7-6.

[] No former FAA employee(s) or Subject Individual(s) has been retained to work under the contract or subcontract or consultant agreement, and disclosure required by AMS Clause 3.1.7-6 is not applicable.

Authorized Representative

Company Name

Date
(End of clause)

**I.3 3.1.8-1 Cancellation, Recission, and Recovery of Funds for Illegal or Improper Activity
(September 2000)**

(a) If the Government receives information that a contractor or person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may-

(1) Cancel the screening information request, if the contract has not been awarded or issued; or

(2) Rescind the contract with respect to which-

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27 (a) or (b) of the Act for the purpose of either-

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of an FAA procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor, or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27 (e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

I.4 3.2.2.3-75 Requests for Contract Information (July 2004)

Any contract resulting from this SIR is a public document, subject to release under the Freedom of Information Act (FOIA), 5 U.S.C. Section 552. Unless covered by an exemption described in the Act, the Contracting Officer (CO) may release all information contained in the contract, including unit price, hourly rates and their extensions, to the public on request. Offerors (you) are urged to mark any sensitive documents you submit in response to this SIR that you consider to be trade secrets, proprietary information, or privileged or confidential financial information.

[End of Provision]

I.5 3.2.4-16 Ordering (October 1996)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from _____ through _____ [insert dates].

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

I.6 3.2.4-17 Order Limitations (October 1996)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$850,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of \$8,500,000.00;
- (2) Any order for a combination of items in excess of \$8,500,000.00

(3) A series of orders from the same ordering office within _____ days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract, the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within ____ days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.7 3.2.4-20 Indefinite Quantity (July 1996)

(a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the "Ordering" clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the maximum. The Government shall order at least the quantity of supplies or services designated in the Schedule as the minimum.

(c) Except for any limitations on quantities in the "Order Limitations" clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after _____ [insert date].

(End of clause)

I.8 3.2.4-34 Option to Extend Services (April 1996)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period specified in the Schedule.

(End of clause)

I.9 3.2.4-35 Option to Extend the Term of the Contract (April 1996)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days before the contract expires; provided that the Government shall give the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option provision.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

I.10 3.3.1-11 Availability of Funds for the Next Fiscal Year (April 1996)

Funds are not presently available for performance under this contract beyond ----- . The FAA's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the FAA for any payment may arise for performance under this contract beyond -----, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

I.11 3.3.1-33 Central Contractor Registration (January 2008)

(a) Definitions. As used in this clause

"Central Contractor Registration (CCR) database" means the primary Government repository for Contractor information required for the conduct of business with the Government.

"Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts for the same parent concern.

"Registered in the CCR database" means that the Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 numbers, into the CCR database.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in Representations, Certifications and Other Statements of Offerors Section of the solicitation, the DUNS or DUNS +4 numbers that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer may proceed to award to the next otherwise successful registered offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in AMS Procurement Guidance T3.10.1.A-8, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

- (A) change the name in the CCR database;
- (B) comply with the requirements of T3.10.1.A-8; and
- (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide the Contracting Officer with the notification, sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims. Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov/> or by calling 1-888-227-2423, or 269-961-5757.

(End of Clause)

I.12 3.3.1-34 Payment by Electronic Funds Transfer/Central Contractor Registration (October 2005)

(a) Method of payment.

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a) (2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either?

- (i) Accept payment by check or some other mutually agreeable method of payment; or
- (ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR Part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers.

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for?

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and?

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor,

in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of clause)

I.13 3.6.1-9 Mentor Protégé Program (October 2006)

(a) Large and small businesses are encouraged to participate in the FAA pilot Mentor-Protégé program for the purpose of providing developmental assistance to eligible protégé entities to enhance their capabilities and increase their participation in FAA contracts.

(b) The pilot program consists of:

(1) Mentor firms, which are large prime contractors or eligible small businesses capable of providing developmental assistance;

(2) Protégé firms, which include socially and economically disadvantaged businesses, service-disabled veteran-owned small businesses, historically black colleges and universities, minority educational institutions, and woman-owned small businesses; and

(3) Mentor-Protégé agreements, approved by the Contracting Officer and the Small Business Development Office (SBO);

(c) Mentor participation in the program means providing technical, managerial, and financing assistance to aid protégés in developing requisite high-tech expertise and business systems to compete for and successfully perform FAA contracts and subcontracts.

(d) Contractors interested in participating in the pilot program are encouraged to contact the SBO, (202) 267-8881 or (202) 267-7454, for further information.

(End of clause)

I.14 3.6.1-11 Mentor Requirements and Evaluation (October 2006)

(a) The purpose of the FAA Mentor-Protégé Program is for a FAA prime contractor to provide developmental assistance to qualifying eligible protégés include Historically Black Colleges and Universities, Minority Institutions, Service-Disabled Veteran-Owned Small Businesses, Small Socially and Economically Disadvantaged Business concerns including women-owned small businesses, as those terms are defined herein.

(b) Performance Evaluation Process. The FAA will evaluate the contractor's performance through the performance evaluation process (PEP). The PEP will consider the following:

(1) Specific actions taken by the contractor, during the evaluation period, to increase the participation of protégés as suppliers to the Federal Government;

(2) Specific actions taken by the contractor, during the evaluation period, to develop the technical and corporate administrative expertise of a protégé as defined in the agreement;

(3) To what extent the protégé has met the developmental objectives in the agreement; and

(4) To what extent the mentor-firm's participation in the Mentor-Protégé Program resulted in the protégé's receiving competitive contract(s) and subcontract(s) from private firms and agencies other than the FAA.

(c) Semi-annual reports shall be submitted by the mentor to the FAA Mentor-Protégé Program Manager in OSDDBU.

(d) The mentor shall notify the SBO and the Contracting Officer, in writing, at least 30 days in advance of the mentor-firm's intent to voluntarily withdraw from the program or upon receipt of a protégé's notice to withdraw from the Program.

(e) Mentor and protégé firms shall submit a "lessons learned" evaluation to the SBO at the conclusion of the pilot program period or the conclusion of their efforts whichever comes first. At the conclusion of each year in the mentor-protégé program, the prime contractor and protégé, as appropriate, will formally brief the FAA Mentor-Protégé Program Manager, the technical program manager, and the contracting officer during the formal program review regarding program accomplishments as pertains to the approved agreement.

(f) FAA may terminate Mentor-Protégé agreements and exclude mentor or protégé-firms from participating in the FAA program if FAA determines that such actions are in FAA's best interest. These actions shall be approved by the Contracting Officer and Small Business Development Office. FAA will terminate an agreement by delivering to the contractor a notice specifying the reason for termination and the effective date. Termination of an agreement does not constitute a termination of the subcontract between the mentor and the protégé. A plan for accomplishing the subcontract effort, should the agreement be terminated, shall be submitted with the agreement.

(End of clause)

I.15 3.6.2-37 Notification of Employees' Rights Concerning Payment of Union Dues or Fees (April 2007)

1. During the term of this contract, the contractor agrees to post a notice in conspicuous places in and about its plants and offices, including all places where notices to employees are customarily posted. The notice must include the following information [except that the last two sentences must not be included in notices posted in the plants or offices of carriers subject to the Railway Labor Act, as amended (45 U.S.C. 151-188)].

NOTICE TO EMPLOYEES

Under federal law, employees cannot be required to join a union or maintain membership in a union in order to retain their jobs. Under certain conditions, the law permits a union and an employer to enter into a union-security agreement requiring employees to pay uniform periodic dues and initiation fees. However, employees who are not union members can object to the use of their payments for certain purposes and can only be required to pay their share of union costs relating to collective bargaining, contract administration, and grievance adjustment. If you do not want to pay that portion of dues or fees used to support activities not related to collective bargaining, contract administration, or grievance adjustment, you are entitled to an appropriate reduction in your payment. If you believe that you have been required to pay dues or fees used in part to support activities not related to collective bargaining, contract administration, or grievance adjustment, you may be entitled to a refund and to an appropriate reduction in future payments.

For further information concerning your rights, contact the National Labor Relations Board (NLRB) either at one of its Regional offices or at the following address:

National Labor Relations Board
Division of Information
1099 14th Street, NW
Washington, D.C. 20570
1-866-667-6572
1-866-315-6572 (TTY)

To locate the nearest NLRB office, see NLRB's website at: www.nlr.gov.

2. The contractor will comply with all provisions of E.O. 13201 of February 17, 2001, and related rules, regulations, and orders of the Secretary of Labor.

3. In the event that the contractor does not comply with any of the requirements set forth in paragraphs (1) or (2) above, this contract may be cancelled, terminated, or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts in accordance with procedures authorized in or adopted pursuant to E.O. 13201 of February 17, 2001. Such other sanctions or remedies may be imposed as are provided in E.O. 13201 of February 17, 2001, or by rule, regulation, or order of the Secretary of Labor, or as are otherwise provided by law.

4. The contractor will include the provisions of paragraphs (1) through (4) herein in every subcontract or purchase order entered into in connection with this contract unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of E.O. 13201 of February 17, 2001, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any such subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance: However, if the contractor becomes involved in litigation with a subcontractor or vendor, or is threatened with such involvement, as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

(End of Clause)

I.16 3.8.2-22 Substitution or Addition of Personnel (October 2006)

(1) The Contractor must assign only those individuals whose resumes, personnel data, or personnel qualification statements have been submitted and determined by the Contracting Officer to meet the minimum requirements of the contract. The Contractor must not substitute or add personnel except in accordance with this clause.

(2) Substitution of Personnel.

(a) For the first 12 months of contract performance, the Contractor must not substitute personnel for the individuals whose resumes or other personal qualification were submitted with its offer and that were determined by the Contracting Officer to be acceptable at the time of contract award, unless such substitutions are because of an individual's sudden illness, death, or termination of employment. In any of these events, the Contractor must promptly notify the Contracting Officer and propose substitute personnel as required by paragraph (4) below.

(b) If an individual becomes, for whatever reason, unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or is expected to devote substantially less effort to the planned work, the Contractor must propose a substitute personnel as required by paragraph (4) below.

(3) Addition of Personnel. If an FAA requirement will increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, then the Contractor must notify the Contracting Officer to add personnel to the designated labor category. The Contractor must request added personnel as required by paragraph (4) below.

(4) Request and Review. The Contractor must submit the request for substitute or added personnel in writing to the Contracting Officer at least 10 days (if a security clearance must be obtained, at least 30 days) before the proposed date of substitution or addition. The Contractor's request must provide a detailed explanation of the circumstances causing the proposed substitution or addition, a complete resume for the proposed substitute or added personnel, and any additional information required by the Contracting Officer. Proposed substitutes and added personnel must have qualifications equal to or higher than those stated in the contract for the

labor category. The Contracting Officer will evaluate the Contractor's request and promptly notify the Contractor of the decision to accept or reject the qualifications of the substitute or added personnel.

(5) The Contracting Officer may terminate the contract if the Contractor has not made suitable, timely, and reasonably forthcoming replacement of personnel who have been reassigned or terminated or otherwise become unavailable to work under the contract or the resulting loss of productive effort would impair the successful completion of the contract. Alternatively, if the Contracting Officer finds the Contractor to be at fault for the condition, then the Contracting Officer may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the Contractor's action.

(End of clause)

I.17 3.13-5 Seat Belt Use by Contractor Employees (January 1999)

In accordance with Executive Order 13043 entitled "Increasing Seat Belt Use in the U.S.," the contractor is encouraged to implement, communicate and enforce on the job seat belt policies and programs for their employees and subcontractors when operating company-owned, rented or personally-owned vehicles.

(End of clause)

I.18 3.14-2 Contractor Personnel Suitability Requirements (January 2009)

(a) This clause applies to the extent that this contract requires contractor employees, subcontractors, or consultants to have unescorted access to FAA:

(1) Facilities;

(2) Sensitive information; and/or;

(3) Resources regardless of the location where such access occurs, and none of the exceptions of FAA Order 1600.72A, Contractor and Industrial Security Program, Chapter 5, paragraphs 4, 6, 7 and 8 pertains.

Definitions of applicable terminology are contained in the corresponding guidance and FAA Order 1600.72A, appendix A.

(b) Consistent with FAA Order 1600.72A, the FAA Servicing Security Element (SSE) has approved designated risk levels for the positions under the contract. Those designated risk levels are:

[To be entered by the CO based on the 1600-77(s) approved by the SSE]

(c) If a National Agency Check with Inquiries (NACI) or other investigation is required under paragraph (b) for a given position, the contractor will submit to the Contracting Officer (CO) a

point of contact (POC) that will enter applicant data into the Vendor Applicant Process (VAP) system (vap.faa.gov). VAP is a FAA system used to process and manage security information for FAA contractor personnel. Each contract may have up to 5 POCs. Once designated, a VAP administrator will provide each POC a Web ID and password.

The type of investigation conducted will be determined by the position risk level designation for all duties, functions, and/or tasks performed and will serve as the basis for granting a favorable employment suitability authorization as described in FAA Order 1600.72A. If an employee has had a previous U. S. Government conducted background investigation which meets the requirements of Chapter 5 of FAA Order 1600.72A and Homeland Security Presidential Directive 12 (HSPD-12), it will be accepted by the FAA. However, the FAA reserves the right to conduct further investigations, if necessary. The contract may include positions that are temporary, seasonal, or under escort only. In such cases, a FAA Form 1600-77 for each specific position will be established as the investigative requirements may differ from the NACI. The following information must be entered into VAP by the POC for each applicant requiring an investigation:

- Name;
- Date and place of birth (city and state);
- Social Security Number (SSN);
- Position and office location;
- Contract number;
- Current e-mail address and telephone number (personal or work); and
- Any known information regarding current security clearance or previous investigations (e.g. the name of the investigating entity, type of background investigation conducted, contract number, labor category (Position), and approximate date the previous background investigation was completed).

If a prior investigation exists and there has not been a 2 year break in service by the applicant, the SSE will notify the contractor that no investigation is required and that final suitability is approved.

If no previous investigation exists, the SSE will send the applicant an e-mail (this step may be delegated to VAP POC):

- Stating that no previous investigation exists and the applicant must complete a form through the Electronic Questionnaires for Investigations Processing (eQIP) system;
- Instructing the applicant how to enter and complete the eQIP form;
- Providing where to send/fax signature and release pages and other applicable forms; and
- Providing instructions regarding fingerprinting.

The applicant must complete the eQIP form and submit other required material within 15 days of receiving the e-mail from the SSE.

For items to be submitted outside eQIP, the contractor must submit the required information with a transmittal letter referencing the contract number to:

Headquarters Contracts:

Manager, Personnel Security Division, AIN-400
800 Independence Avenue, S.W., Room 315
Washington, D.C. 20591

Regional and Center Contracts:

The transmittal letter must also include a list of all of the names of contractor employees and their positions for which completed forms will be submitted to the SSE pursuant to this Clause.

(d) The contractor must submit the information required by paragraph (c) of this Clause for any new employee not listed in the Contractor's initial submission who is hired into any position identified in paragraph (b) of this Clause.

(e) The CO will provide notice to the contractor when any contractor employee is found to be unsuitable or otherwise objectionable, or whose conduct appears contrary to the public interest, or inconsistent with the best interest of national security. The contractor must take appropriate action, including the removal of such employee from working on this FAA contract, at their own expense. Once action has been taken, the contractor will report the action to the CO and SSE.

(f) No contractor employee will work in a high, moderate, or low risk position unless the SSE has received all forms necessary to conduct any required investigation and has authorized the contractor employee to begin work.

(g) The contractor must notify the CO within one (1) business day after any employee identified pursuant to paragraph (c) of this Clause is terminated from performance on the contract. This notification must be done utilizing the Removal Entry Screen of VAP. If FAA issued the terminated employee and identification card, the contractor must collect the card and submit it to the SSE.

(h) The CO may also, after coordination with the SSE and other security specialists, require contractor employees to submit any other security information (including additional fingerprinting) deemed reasonably necessary to protect the interests of the FAA. In this event, the contractor must provide, or cause each of its employees to provide, such security information to the SSE, and the same transmittal letter requirements of paragraph (c) of this Clause applies.

(i) The contractor and/or subcontractor(s) must contact the Servicing Security Elements (Regional and/or Center Security Divisions) or AIN-400 at Headquarters within one (1) business day in the event an employee is arrested (detained by law enforcement for any offenses, other than minor traffic offenses) or is involved in theft of government property or the contractor becomes aware of any information that may raise a question about the suitability of a contractor employee.

(j) Failure to submit information required by this clause within the time required may be determined by the CO a material breach of the contract.

(k) If subsequent to the effective date of this contract, the security classification or security requirements under this contract are changed by the Government and if the changes cause an increase or decrease in direct contract costs or otherwise affect any other term or condition of this contract, the contract will be subject to an equitable adjustment.

(l) The contractor agrees to insert terms that conform substantially to the language of this clause, including paragraph (k) but excluding any reference to the Changes clause of this contract, in all subcontracts under this contract that involve access and where the exceptions under Chapter 5, FAA Order 1600.72A do not apply.

(m) Contractor employees who have not undergone a background investigation must be escorted at all times. In some instances, a contractor employee may be required to serve as an escort. To serve as an escort, a contractor employee must have a favorably adjudicated fingerprint check and initiated a NACI with FAA.

(End of Clause)

I.19 3.14-4 Access to FAA Systems and Government-Issued Keys, Personal Identity Verification (PIV) cards, and Vehicle Decals (July 2008)

(a) It may become necessary for the Government to grant access to FAA systems or issue keys, PIV cards, vehicle decals, and/or access control cards to contractor employees. Prior to or upon completion or termination of the work required hereunder, the contractor must return all such Government-issued items and submit a request to terminate all user accounts on applicable FAA systems to the issuing office with notification to the Contracting Officer's Technical Representative (COTR). When contractor employees who have been issued such items are terminated or no longer required to perform the work, the Government-issued items must be returned to the Government and a request submitted for the termination of FAA system access within three (3) business days or upon termination of the contract or the employee. Improper use, possession or alteration of FAA issued keys, PIV Cards and/or vehicle decals is subject to penalties under Title 18, USC 499, 506, 701, and 1030.

(b) In the event such keys, PIV Cards, or vehicle decals are lost, stolen, or not returned, the contractor understands and agrees that the Government may, in addition to any other withholding provision of the contract, withhold \$200.00 for each key, PIV Card, and vehicle decal lost, stolen, or not returned. If the keys, PIV Cards, or vehicle decals are not returned within 30 calendar days from the date the withholding action was initiated, any amount so withheld must be forfeited by the contractor.

(c) Access to aircraft ramp/hangar areas is authorized only to those persons displaying a flight line identification card and for vehicles, a current ramp permit issued pursuant to Title 49, Part 1542, Code of Federal Regulations.

(d) The Government retains the right to inspect inventory, or audit PIV Cards, keys, vehicle decals, and access control cards issued to the contractor in connection with the contract at the

convenience of the Government. Any items not accounted for, to the satisfaction of the Government will be assumed to be lost and the provisions of section (b) apply.

(e) Keys must be obtained from the COTR who will require the contractor to sign a receipt for each key obtained. Lost or stolen keys, PIV Cards, vehicle decals, and access control cards must immediately be reported concurrently to the Contracting Officer (CO), COTR, and SSE. Electronic keying cards are handled in the same manner as metal keys.

(f) Each contract employee, during all times of on-site performance at Federal Aviation Administration (FAA) facilities must prominently display his/her current and valid PIV card on the front portion of his/her body between the neck and waist. Each PIV card holder must not affix pins, stickers, or other decorations to the PIV.

(1) Prior to any contractor employee obtaining a PIV Card or vehicle decals, the contract employee is required to report in person to the SSE Registrar or an FAA designated trusted agent for fingerprinting, photographing, and to submit their required investigation forms as described in AMS clause 3.14-2, Contractor Personnel Suitability Requirements. The investigative forms must be submitted to [CO to insert name and location of security division or staff] by the contractor in a sealed envelope either hand carried by the contractor or sent via U.S. mail to: FAA Headquarters, 800 Independence Avenue, SW Washington, DC 20591. The SSE will review the forms and approve interim suitability prior to the contract employee beginning work. When an interim is granted by the SSE, the individual may begin work under escort until their OPM fingerprint check has been returned and successfully adjudicated. Once the OPM fingerprint check has been successfully adjudicated, they can then be badged. If the contract employee requires a PIV Card, the fingerprint check must be completed and favorably adjudicated by the SSE prior to approval or issuance of the PIV card.

(2) To obtain the PIV Card, contractor employee must submit an identification Card/Credential Application (DOT 1681) signed by the contractor employee and by the authorized trusted agent (when applicable) and also by the authorized sponsor to the CO or to the COTR. The DOT 1681 must contain, as a minimum, under the "Credential Justification" heading, the name of the contractor/company, the contract number or the appropriate acquisition identification number, the expiration date of the contract or the task (whichever is sooner), and the required signatures. The contractor will be notified when the DOT 1681 has been approved and is ready for processing by the person who will process the document. Arrangements for processing the identification cards, including photographs and lamination can be made by the contacting [CO to insert point of contact with phone number].

(3) The contractor must contact the SSE to obtain the procedures that the contractor's employees must utilize to obtain their PIV Card.

(g) The contractor is responsible for ensuring final out-processing is accomplished for all departing contractor employees. Final out-processing must be accomplished by close of business the final workday of the contractor employee or the next day under special conditions. The SSE must be notified in writing and ensure that all FAA media, including the PIV card, are returned to the SSE.

(End of Clause)

I.20 3.14-5 Sensitive Unclassified Information (SUI) (July 2008)

(a) Sensitive information must be restricted to specific contractors who:

- (1) Have a need "to know" to perform contract tasks;
- (2) Are authorized to receive the SUI;
- (3) Meet personnel suitability security requirements to access sensitive information; and
- (4) Successfully complete a Document Security Notice and SUI Request Form.

(b) The contractor must develop and implement procedures to ensure that sensitive information is handled in accordance with FAA requirements and at a minimum, must address:

- (1) Procedures for distributing, receiving, and retaining signed Document Security Notice and SUI Request Forms from each subsequent recipient of the SUI (to include subcontractors, suppliers, etc.);
- (2) Steps to minimize risk of access by unauthorized persons during business and non-business hours to include storage capability;
- (3) Procedures for safeguarding during electronic transmission (voice, data, fax) mailing or hand carrying;
- (4) Procedures for protecting against co-mingling of information with general contractor data system/files;
- (5) Procedures for marking documents with both the protective marking and the distribution limitation statement as needed;
- (6) Procedures for the reproduction of subject material;
- (7) Procedures for reporting unauthorized access; and
- (8) Procedures for the destruction and/or sanitization of such material.

(c) Federal Business Opportunities (FedBizOpps): Except for those items noted by the CO, SUI will be made available to offerors through FedBizOpps. FedBizOpps provides a secure environment for the distribution of SUI information to vendors.

- (1) FedBizOpps can be found at www.fbo.gov.
- (2) Vendors will utilize FedBizOpps to download SUI information (to include plans, specifications, equipment specifications, etc.), or the vendor will utilize the site to download a request form to send to the CO for SUI information unavailable in electronic formats.
- (3) Before receiving access to the SUI information or forms, the offeror is required to electronically certify to SUI policy and standards in FedBizOpps.
- (4) As FedBizOpps uses the Central Contractor Registration (CCR) for a portion of the vendor authentication process, offerors must be successfully register and designate a Marketing Partner Identification Number (MPIN) in CCR (www.ccr.gov) prior to seeking access to SUI through FedBizOpps.
- (5) Instructions and guides on usage of FedBizOpps can be found at www.fbo.gov.

(End of clause)

PART III - SECTION J
LIST OF ATTACHMENTS

J.1 Attachment J-2, Past Performance Questionnaire Form

PAST PERFORMANCE QUESTIONNAIRE

OFFEROR'S NAME:

THE COMPLETION OF PART II OF THIS QUESTIONNAIRE IS REQUESTED FROM YOUR AGENCY/COMPANY IN ORDER THAT WE MAY EVALUATE THE AFOREMENTIONED OFFEROR'S PAST PERFORMANCE ON PREVIOUS CONTRACTS AS IT RELATES TO THE PROBABILITY OF SUCCESSFUL ACCOMPLISHMENT OF THE WORK REQUIRED RELATIVE TO THE AWARD OF THE CONTRACT BY THE FEDERAL AVIATION ADMINISTRATION.

For each question, please mark the appropriate performance level. For those responses meriting additional comment, please write one or two sentences in the open space adjacent to each question. Other comments may be made at the end as desired. Thank you for your help. Please mail or fax your response directly to:

FEDERAL AVIATION ADMINISTRATION
Attn: Eugene Kimbrough, Contracting Officer
C/O Tanyka L. Lawrence
Rm. 406, AJA-48
800 Independence Avenue, S.W.
Washington, DC 20591
Facsimile: 202-267-5142

THIS COMPLETED QUESTIONNAIRE MUST NOT BE RETURNED TO THE OFFEROR SHOWN ABOVE.

PART I
RELEVANT CONTRACT INFORMATION

Contractor/Division/Subcontractor:

Contract Number:

Contract Period of Performance:

Contract Type:

Dollar Value of the Contract:

Detailed description of work performed:

Subcontractor Names and description of work performed by the subcontract(s):

PAST PERFORMANCE QUESTIONNAIRE

Agency Identification							
Name (evaluator's organization):							
Respondents Name/Phone Number:							
Contract Information							
Contractor (company being evaluated):							
Contract Number:							
Contract Type:	<input type="checkbox"/>	FFP	<input type="checkbox"/>	CPIF	<input type="checkbox"/>	CPAF	
	<input type="checkbox"/>	CPFF	<input type="checkbox"/>	T&M	<input type="checkbox"/>	Other	
Competitive:	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No			
Follow-On:	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No			
Period Of Performance:							
Initial Contract Value:							
Current Contract Value:							
Has this contract been partially or completely terminated for default or convenience?							
<input type="checkbox"/>	No	<input type="checkbox"/>	Yes	<input type="checkbox"/>	Default	<input type="checkbox"/>	Convenience
If yes, please explain.							
Product description and/or service provided:							

Please check the box next to the description, which best describes the contractor's performance on this contract. Use blank area below questions for any comments.

1. To what extent did the contractor adhere to contract delivery schedules?		
	Always met schedule	
	Occasionally had delays of less than 30 days	
	Experienced one or more delay of greater than 30 days	
	Never met schedule	
2. To what extent did the contractor submit required reports and documentation in a timely manner?		
	Considerably surpassed minimum requirements	
	Exceeded minimum requirements	
	Met minimum requirements	
	Less than minimum requirements	
3. To what extent were the contractor's reports and documentation accurate and complete?		
	Considerably surpassed minimum requirements	
	Exceeded minimum requirements	
	Met minimum requirements	
	Less than minimum requirements	
4. To what extent was the contractor able to solve contract performance problems without extensive guidance from government counterparts?		
	Considerably successful	
	Generally successful	
	Little success	
	No success	
5. To what extent did the contractor display initiative in meeting requirements?		
	Displayed considerable initiative	
	Displayed some initiative	
	Displayed little	
	Displayed no initiative	
6. Did the contractor commit adequate resources in timely fashion to the contract to meet the requirement and to successfully solve problems?		
	Provided abundant resources	
	Provided sufficient resources	
	Provided minimal resources	
	Provided insufficient resources	

7. To what extent did the contractor submit change orders and other required proposals in a timely manner?		
	Considerably surpassed minimum requirements	
	Exceeded minimum requirements	
	Met minimum requirements	
	Less than minimum requirements	
8. To what extent did the Contractor's products fulfill contract requirements and customer expectations?		
	Considerably surpassed minimum requirements	
	Exceeded minimum requirements	
	Met minimum requirements	
	Less than minimum requirements	
9. To what extent did the Contractor's performance of services fulfill contract requirements and customer expectations?		
	Considerably surpassed minimum requirements	
	Exceeded minimum requirements	
	Met minimum requirements	
	Less than minimum requirements	
10. To what extent did the contractor respond positively and promptly to technical directions, contract change orders, etc.?		
	Considerably surpassed minimum requirements	
	Exceeded minimum requirements	
	Met minimum requirements	
	Less than minimum requirements	
11. To what extent was the contractor's maintenance and problem tracking/reporting documentation timely, accurate, and of appropriate content?		
	Considerably surpassed minimum requirements	
	Exceeded minimum requirements	
	Met minimum requirements	
	Less than minimum requirements	
12. To what extent was the contractor effective in interfacing with the government's staff?		
	Extremely Effective	
	Generally effective	
	Generally ineffective	
	Extremely ineffective	
13. How effective has the contractor been in identifying user requirements?		
	Extremely Effective	
	Generally effective	
	Generally ineffective	
	Extremely ineffective	

14. What level of integration experience has the contractor demonstrated in the reconfiguration of government owned software, commercial software, and government-furnished hardware?		
	Considerably surpassed minimum requirements	
	Exceeded minimum requirements	
	Met minimum requirements	
	Less than minimum requirements	
15. To what extent was the maintenance and problem reporting/tracking documentation produced by the contractor's efforts satisfactory to the users?		
	Considerably surpassed minimum requirements	
	Exceeded minimum requirements	
	Met minimum requirements	
	Less than minimum requirements	
16. To what extent did the contractor coordinate, integrate, and provide for effective subcontractor management?		
	Considerably surpassed minimum requirements	
	Exceeded minimum requirements	
	Met minimum requirements	
	Less than minimum requirements	
17. To what extent did the contractor provide timely technical assistance, both on-site and off-site, when responding to problems encountered in the field?		
	Considerably surpassed minimum requirements	
	Exceeded minimum requirements	
	Met minimum requirements	
	Less than minimum requirements	

18. To what extent did the contractor submit invoices in a timely and accurate manner?		
	Always	
	Most of the time	
	Some of the time	
	Seldom	
19. To what extent did the invoices provide sufficient detail so that the Government could accurately evaluate the level of work performed?		
	Always	
	Most of the time	
	Some of the time	
	Seldom	
20. To what extent did the Contractor's Cost Accounting and Performance Reporting provide accurate insight into Cost and Performance progress?		
	Always	
	Most of the time	
	Some of the time	
	Seldom	
21. To what extent did the Contractor deliver the product at the original agreed upon price?		
	Always	
	Most of the time	
	Some of the time	
	Seldom	

Additional Comments:

J.2 Attachment J-2, Qualification of Personnel

Qualification of Personnel

Successful completion of the services provided by the contractor will require a range of skills. It is envisioned that the ATO will require the minimum skills and qualifications described below. However contractors will be responsible for proposing the best mix of expertise and level of effort deemed necessary to best perform the specific tasks described herein.

Labor Categories	Description	Minimum Professional Experience and Education Requirements	Minimum Qualifications
<p><u>Principal Consultant I:</u></p> <p>Works directly with senior executive or Presidential Appointee level clients on significant problems of national importance. Ability to manage large programs and resources across multiple projects. Can lead teams of senior executives to develop strategic initiatives for major organizational change. May provide executive level coaching and development. Has wide variety of experience leading and/or consulting on national level programs and initiatives. Organizational performance problems or implementing initiatives for major organizational change.</p>	<p>Consultant(s) will provide strategic vision around the execution of programs, studies and activities. They will assist the program office in developing initiatives and take active roles in administering them. Primary interface with client management personnel. Supervise other consultant specialists and provide disciplines for the planning, analysis, design information models for the program.</p>	<p><u>Key Minimum Mandatory qualifications include:</u></p> <p>At least 20 years management experience of which 5 years should be consulting with senior executives preferably in the federal government/ subject matter experience and/or certifications.</p> <p>Masters Degree in Business, Public Administration, Organizational Development, Engineering, Education, Social Science, Education, Human Resources Development or other related field</p>	<p>Experience related to the activities outlined in the scope of work as well as be trained and experienced in planning, supporting, and facilitating task forces. Has 5 years or more experience related to developing performance metrics and scorecards. Has a wide variety of experience leading and/or consulting on national level programs and initiatives. Has technical knowledge and expertise in a content areas required for analysis and development of solutions to problems under</p>

		and 10 years experience. PhD with 7 years of experience.	consideration by the client. Must have expertise relevant to providing solutions to problems of national importance.
<p><u>Program/Project Manager</u></p> <p>Functions as the Senior Manager and will lead the team by managing a large, complex effort involving integrated groups of accounting, budgeting, finance and system analysis staffs in performance of Business Processes, Management Analysis, Facilitation Services, Human Resource Planning and Implementation Support, Position Classification Analyses, Strategic Planning and Performance Measurement, Human Capital Planning, Organizational Development, Succession Planning, Financial Systems and Performance Reporting, Instructional Design, Studies, Reports and Presentations, Communications Planning, Development and Implementation and Special Projects. Project/Program Manager will provide day-to-day management of the project, overall performance, contract compliance and direction of contractor resources assigned to the project.</p>	<p>The contractor's Project/Program Manager:</p> <p>Will function as the primary point of contact for customers. Possesses a comprehensive understanding of government financial management system requirements. Organizes, directs and coordinates planning and output of task order activities. Meets with management personnel and customer representatives. Formulates and executes approved task order objectives and ensures quality and timeliness of deliverable items. Plans, assigns, schedules and reviews subordinate work as well as explain policies, purpose</p>	<p><u>Key Minimum Mandatory qualifications include:</u></p> <p>Masters Degree in Management, Business Administration, Finance, Accounting, Economics, Social Science, Human Resource Development or related field and at least a minimum 15 years of direct project planning and management experience.</p>	<p>Must have experience related to the activities outlined in the scope of work as well as trained and experienced in managing complex programs/projects. Has a wide variety of experience leading and/or consulting on national level programs and initiatives. Has technical knowledge and expertise in content areas required for analysis and development of solutions to problems under consideration by the client. Unique area of expertise relevant to the solution of significant problems of national importance.</p>

	and task objectives.		
<p><u>Senior Consultant:</u></p> <p>Works directly with senior level clients on significant organizational issues. Can manage complex programs with multiple teams of management analysts, analysts, technical support staff, and support staff to develop major program outcomes. Can develop senior client management teams using a variety of methods and playing required roles (lead, facilitator, subject matter expert, or analyst) to conceptualize and implement major programs. Can provide expert advice and coaching to senior level clients. Can develop strategies for major organizational programs integrating political, operational, economic and technical approaches.</p>	<p>Senior Consultant(s) will implement, execute, develop facilitate, organize and consult on all programs/initiatives</p>	<p><u>Key Minimum Mandatory qualifications include:</u></p> <p>BA/BS degree in Business, Public Administration, Organizational Development, Engineering, Management, Social Science, Education, Human Resource Development or related field and 15 years of experience, MA/MS degree with 10 years of experience.</p>	<p>Relevant experience includes, but is not limited to, leading and managing a variety of projects and programs in varied organizational settings, experience in facilitation, training, methodology development and evaluation, identifying best practices, change management, business management techniques, organizational development, project management support.</p>
<p><u>Senior Human Resource Analyst</u></p> <p>Conduct feasibility analyses, facilities and equipment (F&E) research, engineering and development (RE&D) projects, develop human resource scenarios for supporting future state and transition activities, analyze cost and logistical implications of moving personnel for facility consolidation, provide detail analysis of specific human resource requirements or availability issues, design studies, data collection and</p>	<p>Senior Human Resource Analyst will provide support to Senior level officials on operations, services and activities of comprehensive human resource programs, principles, practices and procedures in administration of employment, compensation and classification, development, training and benefits, current</p>	<p><u>Key Minimum Mandatory qualifications include:</u></p> <p>MS/MA degree in Business, Management, Social Science, Public Administration, Education, Organizational and Human Resource Development or related field and 15 years of experience, or Doctorate and 10</p>	<p>Relevant experience includes, but is not limited to, leading and managing a variety of projects and programs in varied organizational settings, implementing complex analytical approaches, experience in facilitation, training, methodology development and evaluation,</p>

<p>resultant analyses, provide recommendations for supporting and implementing human resource programs related to staffing, compensation, performance management and/or workforce development, assist in writing policy for performance management initiatives and databases, develop and administer training in area under this scope of work, review and recommend improvements in all related areas, serve as primary information source on human resource policies, practices and procedures and interpret and apply laws, statutes and provisions, provides staff support. Can create awards programs, create management and employee tools to enhance and improve performance.</p>	<p>understanding of current trends and legalities, research and analysis of personnel and statistical data, labor relations, workers compensation, contract principles and theories</p>	<p>years of experience.</p>	<p>identifying best practices, change management, business management techniques, organizational development, project management support.</p>
<p><u>Management Analyst I:</u></p> <p>Works with client to identify problems, develops research or analysis plans, performance analysis, and produces complex reports, documents and presentations. Contacts internal or external client, customers, or stakeholders for information, works with groups, teams, or task forces. Competent in key software, sophisticated knowledge in one or more content areas.</p> <p>Able to contribute to solutions or complex problems.</p>	<p>Management Analyst will provide support on program/project or management analysis; manage major projects, contracts, funds and resources. Must be a recognized expert in the field and possess specialized knowledge and expertise.</p>	<p><u>Key Minimum Mandatory qualifications include:</u></p> <p>Bachelors Degree in Management, Business, Administration, Economics or related field and 12 years experience</p> <p>MA/MS degree in related field and 10 years of experience</p>	<p>Demonstrated experience in program/project management analysis and 10 years experience managing major programs/projects, contracts, funds and resources.</p>

Able to manage small teams or analyst, technical support staff or support staff to perform tasks.			
<p><u>Senior Technical Support:</u></p> <p>Responsible for production of complex documents, reports, presentations or graphics; expertise on several key software packages; ability to teach key software packages; performs research and analyses independently as well as supervises others on these tasks.</p>	<p>Senior Technical Support will:</p> <p>Provide expertise in the development of technical documents.</p> <p>Support and assist with large project teams.</p> <p>Manage major projects, contracts, funds and resources.</p>	<p><u>Key Minimum Mandatory qualifications include:</u></p> <p>High school diploma and 10 years of experience, BA/BS degree and 6 years of experience, or MA/MS degree and 3 years of experience.</p>	<p>Demonstrated experience and expertise in producing technical documents, working on large project teams and to work under general direction or independently providing technical support, use of commercial automated word processing (e.g., WordPerfect, Word) graphics systems (e.g., PowerPoint) and desktop publishing systems, spreadsheet development (e.g., EXCEL)</p>
<p><u>Administrative Support Staff:</u></p> <p>Performs simple clerical tasks, assist in data collection, data entry, document production, and distribution of materials, conference planning, graphic support, general office management, and data entry. Helps produce and prepare deliverables, takes minutes and prepares meeting notes.</p>	<p>Administrative support staff will:</p> <p>Directly support the program/project manager by maintaining personnel and other files, preparing correspondence and schedules, coordinating travel and other duties as assigned.</p>	<p><u>Key Minimum Mandatory qualifications include:</u></p> <p>High School Diploma and at least 4 years experience in office administration. Alternate qualifications include an Associates Degree in any discipline with 1 year of</p>	<p>Demonstrated ability to work under general direction or independently providing administrative support, use of commercial automated word processing (e.g., WordPerfect, Word) graphics systems (e.g., PowerPoint) and desktop publishing systems,</p>

		specialized experience.	spreadsheet development (e.g., EXCEL), general typing and filing, records management
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(Remainder of page left blank intentionally)

Attachment J- 3 BUSINESS DECLARATION FORM

Tax Identification No.:

1. Name of Firm: _____
2. Address of Firm: _____
3. Telephone Number of Firm: _____
4. a. Name of Person Making Declaration _____
 b. Telephone Number of Person Making Declaration _____
 c. Position Held in the Company _____
5. Controlling Interest in Company (*"X" all appropriate boxes*)
☐ a. Black American ☐ b. Hispanic American ☐ c. Native American ☐ d. Asian American
☐ e. Other Minority (*Specify*) _____ ☐ f. Other (*Specify*) _____
☐ g. Female ☐ h. Male ☐ i. 8(a) Certified (*Certification letter attached*) ☐ j. Service Disabled Veteran Small Business
6. Is the person identified in Number 4 above, responsible for day-to-day management and policy decision making, including but not limited to financial and management decisions?
☐ a. Yes ☐ b. No (*If "NO," provide the name and telephone number of the person who has this authority.*)

7. Nature of Business (*Specify all services/products (NAIC)*) _____
8. (a) Years the firm has been in business: _____ (b) No. of Employees _____
9. Type of Ownership: ☐ a. Sole Ownership ☐ b. Partnership
☐ c. Other (Explain) _____
10. Gross receipts of the firm for the last 3 Yrs.

	a.1	b.1.	
	.	Gross	
a.2.	b.2.	a.3	b.3.
11. Is the firm a small business? ☐ a. Yes ☐ b. No
12. Is the firm a service disabled veteran owned small business? ☐ a. Yes ☐ b. No
13. Is the firm a socially and economically disadvantaged small business? ☐ a. Yes ☐ b. No

**I DECLARE THAT THE FOREGOING STATEMENTS
CONCERNING** _____

**ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF. I AM AWARE
THAT I AM SUBJECT TO CRIMINAL PROSECUTION UNDER THE PROVISIONS OF 18 USCS 1001.**

14. a. Signature _____ b. Date: _____
 c. Typed Name _____ d. Title: _____

PART IV - SECTION K
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

3.2.2.3-35 Annual Representations and Certifications (July 2004)

3.2.5-2 Independent Price Determination (October 1996)

3.2.2.3-10 Type of Business Organization (July 2004)

By checking the applicable box, the offeror (you) represents that--

(a) You operate as ☐ a corporation incorporated under the laws of the State of _____, ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture or ☐ other _____ [specify what type of organization].

(b) If you are a foreign entity, you operate as ☐ an individual, ☐ a partnership, ☐ a nonprofit organization, ☐ a joint venture, or ☐ a corporation, registered for business in _____.

(Country)

(End of provision)

3.2.2.3-15 Authorized Negotiators (July 2004)

The offeror states that the following persons are authorized to negotiate on your behalf with the FAA in connection with this offer:

Name: _____

Title: _____

Phone number: _____

(End of provision)

3.2.2.3-70 Taxpayer Identification (July 2004)

(a) Definitions.

(1) "Common parent," as used in this clause, means a corporate entity that owns or controls an affiliated group of corporations that files an offeror's (you, your) Federal income tax returns on a consolidated basis, and of which you are a member.

(2) "Corporate status," as used in this clause, means a designation as to whether you are a corporate entity, an unincorporated entity (for example, sole proprietorship or partnership), or a corporation providing medical and health care services.

(3) "Taxpayer Identification Number (TIN)," as used in this clause, means the number the Internal Revenue Service (IRS) requires you use in reporting income tax and other returns.

(b) All offerors must submit the information required in paragraphs (c) through (e) of this provision to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by IRS. The FAA will use this information to collect and report on any delinquent amounts arising out of your relation with the Federal Government, under Public Law 104 -134, the Debt Collection Improvement Act of 1996, Section 31001(I)(3). If the resulting contract is subject to the reporting requirements and you refuse or fail to provide the information, the Contracting Officer (CO) may reduce your payments 31 percent under the contract.

(c) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not leave income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other--State basis. _____.

(d) Corporate Status.

☐ Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

☐ Other corporate entity

☐ Not a corporate entity

☐ Sole proprietorship

☐ Partnership

☐ Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) Common Parent.

☐ A common parent does not own or control the offeror as defined in paragraph (a).

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

3.2.2.7-7 Certification Regarding Responsibility Matters (January 2009)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

(D) Have ☐, have not ☐, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples.

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a

final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ☐ has not ☐ within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) 'Principals,' for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions). THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this SIR. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this SIR for default.

(End of provision)

3.3.1-35 Certification of Registration in Central Contractor Registration (CCR) (April 2006)

In accordance with Clause 3.3.1-33, Central Contractor Registration, offeror certifies that they are registered in the CCR Database and have entered all mandatory information including the DUNS or DUNS+4 Number.

Name: _____

Title: _____

Phone Number: _____

(End of provision)

3.6.2-38 Certification of Knowledge Regarding Child Labor End Products (July 2007)

(a) Definition.

"Forced or indentured child labor," as used in this clause, means all work or service:

- (i) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer itself voluntarily; or
- (ii) Performed by any person under the age of 18 pursuant to a contract, the enforcement of which can be accomplished by process or penalties.

(b) Listed End Products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis that the listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin
_____	_____
_____	_____
_____	_____

(c) Certification. The FAA will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or (c)(2) of this provision.

[] (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

[] (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product, and the offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture that end product.

(End of Clause)

3.6.3-10 Certification of Toxic Chemical Release Reporting (July 2008)

(a) Pursuant to Executive Order 13423, the offeror must execute this certification as a prerequisite for making or entering into this contract.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in EPCRA sections 313(a) and (g), and PPA section 6607; ; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [The offeror to check each block that is applicable.]

___(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

___(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding Northern American Industry Classification System (NAICS) sectors:

- (a) Major group code 10 (except 1011, 1081, and 1094).
- (b) Major group code 12 (except 1241).
- (c) Major group code 20 through 39.
- (d) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power distribution in commerce).
- (e) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent services on a contract or fee basis); or

___(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

(End of provision)

3.13-4 Contractor Identification Number/Data Universal Numbering System (DUNS) Number (April 2006)

(a) Definitions. As used in this clause

"Contractor Identification Number," as used in this provision, means "Data Universal Numbering System (DUNS) number, which is a nine-digit number assigned by Dun and Bradstreet Information Services, to identify unique business entities (taken from CCR clause)

"Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer.

(b) Contractor identification is essential for receiving payment and complying with statutory contract reporting requirements. Therefore, the offeror shall provide its DUNS or DUNS+4 numbers below. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

DUNS OR DUNS+4 NUMBERS: _____

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com/>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Trade style, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if different from physical street address).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

PART IV - SECTION L
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

- 3.1.7-4 Organizational Conflict of Interest SIR Provision (March 2006)
- 3.2.2.3-1 False Statements in Offers (July 2004)
- 3.2.2.3-3 Affiliated Offerors (July 2004)
- 3.2.2.3-6 Submittals in the English Language (July 2004)
- 3.2.2.3-11 Unnecessarily Elaborate Submittals (July 2004)
- 3.2.2.3-12 Amendments to Screening Information Requests (July 2004)
- 3.2.2.3-13 Submission of Information/Documentation/Offerors (July 2004)
- 3.2.2.3-14 Late Submissions, Modifications, and Withdrawals of Submittals (July 2004)
- 3.2.2.3-16 Restricting, Disclosing and Using Data (July 2004)
- 3.2.2.3-17 Preparing Offers (July 2004)
- 3.2.2.3-18 Prospective Offeror's Requests for Explanations (July 2004)
- 3.2.2.3-19 Contract Award (July 2004)
- 3.2.2.3-20 Electronic Offers (July 2004)
- 3.2.2.3-72 Announcing Competing Offerors (July 2004)
- 3.6.2-15 Evaluation of Compensation for Professional Employees (April 1996)
- 3.2.4-1 Type of Contract (April 1996)

L.2 The FAA contemplates award of an Indefinite Quantity/Indefinite Delivery, Fixed Price contract resulting from this Screening Information Request.

(End of provision)

L.3 3.9.1-3 Protest (November 2002)

AS A CONDITION OF SUBMITTING AN OFFER OR RESPONSE TO THIS SIR (OR OTHER SOLICITATION, IF APPROPRIATE), THE OFFEROR OR POTENTIAL OFFEROR AGREES TO BE BOUND BY THE FOLLOWING PROVISIONS RELATING TO PROTESTS:

(a) Protests concerning Federal Aviation Administration Screening Information Requests (SIRs) or awards of contracts shall be resolved through the Federal Aviation Administration (FAA) dispute resolution system at the Office of Dispute Resolution for Acquisition (ODRA) and shall be governed by the procedures set forth in 14 C.F.R. Parts 14 and 17, which are hereby incorporated by reference. Judicial review, where available, will be in accordance with 49 U.S.C.

46110 and shall apply only to final agency decisions. A protestor may seek review of a final FAA decision only after its administrative remedies have been exhausted.

(b) Offerors initially should attempt to resolve any issues concerning potential protests with the Contracting Officer. The Contracting Officer should make reasonable efforts to answer questions promptly and completely, and, where possible, to resolve concerns or controversies. The protest time limitations, however, will not be extended by attempts to resolve a potential protest with the Contracting Officer.

(c) The filing of a protest with the ODRA may be accomplished by mail, overnight delivery, hand delivery, or by facsimile. A protest is considered to be filed on the date it is received by the ODRA.

(d) Only an interested party may file a protest. An interested party is one whose direct economic interest has been or would be affected by the award or failure to award an FAA contract. Proposed subcontractors are not "interested parties" within this definition.

(e) A written protest must be filed with the ODRA within the times set forth below, or the protest shall be dismissed as untimely:

(1) Protests based upon alleged improprieties in a solicitation or a SIR that are apparent prior to bid opening or the time set for receipt of initial proposals shall be filed prior to bid opening or the time set for the receipt of initial proposals.

(2) In procurements where proposals are requested, alleged improprieties that do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested not later than the next closing time for receipt of proposals following the incorporation.

(3) For protests other than those related to alleged solicitation improprieties, the protest must be filed on the later of the following two dates:

(i) Not later than seven (7) business days after the date the protester knew or should have known of the grounds for the protest; or

(ii) If the protester has requested a post-award debriefing from the FAA Product Team, not later than five (5) business days after the date on which the Product Team holds that debriefing.

(f) Protests shall be filed at:

(1) Office of Dispute Resolution for Acquisition, AGC-70,
Federal Aviation Administration,
800 Independence Ave., S.W.,
Room 323,
Washington, DC 20591,

Telephone: (202) 267-3290,
Facsimile: (202) 267-3720; or

(2) Other address as specified in 14 CFR Part 17.

(g) At the same time as filing the protest with the ODRA, the protester shall serve a copy of the protest on the Contracting Officer and any other official designated in the SIR for receipt of protests by means reasonably calculated to be received by the Contracting Officer on the same day as it is to be received by the ODRA. The protest shall include a signed statement from the protester, certifying to the ODRA the manner of service, date, and time when a copy of the protest was served on the Contracting Officer and other designated official(s).

(h) Additional information and guidance about the ODRA dispute resolution process for protests can be found on the ODRA Website at <http://www.faa.gov>.

(End of provision)

L.4 3.13-1 Approval of Contract (April 1996)

This contract is subject to written approval and shall not be binding until so approved.

(End of clause)

L.5 Projected Milestone Schedule

The following represents the projected procurement milestone schedule as of the release date of the SIR. This schedule is for planning purposes only and is subject to change.

Release SIR	Date: May 11, 2009
Submission of Vendor Questions Deadline	Date: May 18
Receipt of Proposals	Date: June 19, 2009
Proposal/Technical Evaluation	Date: June 24 – July 08, 2009
Award Document Decision	Date: July 22 – July 27, 2009
Award	Date: August 1, 2009

L.6 Time, Date, Place and Submission of Proposals

a. Mailing/Delivery Address

Proposals must be mailed, hand-carried, delivered by courier or Express Mail to the Contracting Officer at the following address:

Federal Aviation Administration
Eugene Kimbrough, Contracting Officer
C/O: Tanyka L. Lawrence, Contract Specialist

AJA-48, Room 406W
800 Independence Avenue, S.W.
Washington, D.C. 20591

b. Time and Date

Proposals must be received by the Contracting Officer at the above location no later than 3:00 pm Eastern Daylight Savings Time June 19, 2009.

c. Questions

Any questions or clarification concerning any aspect of the SIR must be prepared in writing and submitted to the Contracting Officer with a cc to the Contract Specialist via email **ONLY**. Questions **must** make reference to the applicable section of the SIR. If no reference, questions may not be answered and resubmitting the question may be necessary.

Offerors questions and Government responses may, but not necessarily, form the basis of an amendment to the SIR. From the date the SIR is issued, May 11, 2009 through May 18, 2009, questions may be submitted until 4:00 pm Eastern Standard Time.

Direct all questions electronically to the following e-mail address (es):
Eugene.Kimbrough@faa.gov with a CC to [Tanyka.L.Lawrence@ faa.gov](mailto:Tanyka.L.Lawrence@faa.gov).

TELEPHONIC QUESTIONS WILL NOT BE ACCEPTED. There are no exceptions.

d. Signed Originals

One copy of the proposal must contain the signed original of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized for all other copies of the proposal.

e. Proposal Submission

Offerors assume the full responsibility of ensuring that proposals are received at the place and by the date and time specified above.

L.7 Offeror Acceptance Period

The minimum offer acceptance period is 180 calendar days after the required date for receipt of offers.

L.8 Number of Awards

Only one award will result from this Screening Information Request (SIR).

L.9 Expenses Related to Offeror Submission

This SIR does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.10 Responsible Prospective Contractors

Notwithstanding the evaluation methodology outlined in this SIR, an Offeror must also be found responsible by the Contracting Officer prior to the award of any resultant contract. As a minimum, to be determined responsible a prospective contractor must:

- (a) Have adequate financial resources to perform the contract, or the ability to obtain them;
- (b) Be able to comply with the required or proposed delivery or performance schedule taking into consideration all other commercial and Government business commitments;
- (c) Have a satisfactory record of integrity and business ethics;
- (d) Have a satisfactory performance record
- (e) Have the necessary organization, experience, accounting and operational controls, or the ability to obtain them;
- (f) Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

L.11 Discussions with Offerors after Closing Date of the SIR

L.11.1 Communication with potential Offerors may take place throughout the source selection process. The purpose of communications is to ensure there are mutual understandings between FAA and the Offerors on all aspects of the procurement. Information disclosed as a result of oral or written communication with an Offeror may be considered in the evaluation of an Offeror's submittal(s).

L.11.2 To ensure that Offerors fully understand the intent of the SIR (and FAA's needs stated therein), the FAA may hold one-on-one meetings with individual Offerors as it pertains to their Offer. One-on-one communications may continue throughout the process, as required, at the FAA's discretion. Communications with one Offeror may not necessitate communications with other Offerors. In accordance with FAA AMS policy, the FAA reserves the right to conduct discussions with specific Offerors only, or with all Offerors, as circumstances warrant.

L.12 Compliance with Instructions

When evaluating an Offeror's capability to perform the prospective contract, the FAA will also consider compliance with these instructions included in the SIR. The FAA will consider an Offeror's noncompliance with all instructions as indicative of conduct the FAA may expect from the Offeror during contract performance.

L.13 North American Industry Classification System Code (NAIC) and Small Business Size Standard

The NAIC for this acquisition is 541611 – Administrative Management and General Management Consulting Services. The Small Business size standard under the above NAIC code(s) is \$7 million in annual average gross revenue of the concern over the last three fiscal years.

L.14 Offeror Statements

Offerors are cautioned as to the veracity of statements, promises or offers made during the written or oral presentation portion of the evaluation. The FAA reserves the right to contractually invoke any statements, promises, or offers of any kind made during the evaluation process through the creation of one or more Section H clauses in order to bind the Offeror to any specific representation made to the FAA.

L.15 Source Selection Process

L.15.1 During the evaluation process, the FAA will evaluate each Offeror's capability to perform the effort required by Section C of this SIR, as evaluated by the following:

- (a) Formal evaluation of the Offeror's Technical Proposal
- (b) Formal Evaluation of the Offerors' Past Performance on contracts of a similar nature. Information will be obtained from Questionnaires supplied by the FAA, that the Offeror will submit to respective references, as well as other legitimate and knowledgeable Government and/or Industry sources, and
- (c) Formal evaluation of the Price Proposals

L.16 General SIR Instruction

L.16.1 Replies to this SIR must follow the outlines and/or instructions concerning format given in this paragraph, as well as other paragraphs of Section L.

L.16.2 Offerors must submit factual and concise written information as requested in the SIR, and substantiated price data to provide a basis for sound evaluation by the FAA. Proposals should be specific enough to provide the FAA evaluators with enough information to be able to judge the technical ability of the Offeror to conduct this requirement. Proposals that merely offer to conduct a program in accordance with the FAA's requirements as described under the SOW, will be considered unacceptable, as will those proposals that merely paraphrase Section C of the SIR, or which use nonspecific phrases such as "in accordance with standard procedures" or "well known techniques".

L.16.3 Omission of or a sketchy response to the requirements of this solicitation may render a proposal incomplete as it relates to the requirements of the solicitation, and therefore may cause it to be found unacceptable for further consideration.

L.17 Specific SIR Instructions

L.17.1 Submission of Offer and Other Information

In response to this SIR, each Offeror must submit each item listed in L.17.2 "Proposal Organization".

- (1) Submit Volume I, "Offer and Other Documents" as addressed in L.17.2.
- (2) Submit Volume II "Technical Proposal" as addressed in L.17.2.
- (3) Submit Volume III "Past Performance" as addressed in L.17.2
- (4) Submit Volume IV "Price Proposal" as addressed in L.17.2.

The offeror need not repeat information which is required in response to two or more proposal requirements, but should present such information in detail in the section where it contributes most critically to the discussion of the requirement. In other sections, the offeror should refer to the initial discussion and identify its locations by reference to the appropriate section and page number.

L.17.2 Proposal Organization

The Offeror's proposal submission must consist of Volume 1 - Offer and Other Documents, Volume II - Technical Proposal, Volume III – Past Performance and Volume IV - Price Proposal. The volumes should be organized as follows:

VOLUME	DESCRIPTION	NO. COPIES
VOL.I	OFFER AND OTHER DOCUMENTS	ORIG. + 1
Section		
Section A	Table of Contents	
Section B	SIR SECTION A, Solicitation, Offer and Award -- Signed	
Section C	SIR SECTION B, Supplies or Services And Prices/Cost – Complete	
Section D	SIR Section K Representations, Certifications and Other Documents	
Section E	Business Declaration Form	
VOL.II	Technical Proposal	ORIG. + 6
	Technical Approach	

VOL. III Past Performance	ORIG + 1
VOL. IV Price Proposal	ORIG + 2

L.17.3 Written Proposal Presentation

L.17.3.1 Binding and labeling

A binder cover sheet must be affixed to each volume, which clearly identifies each volume, volume number, original or copy number (i.e. copy Volume 1 of 6), solicitation number and identification, and Offeror's name. The name of the offeror must only be included on the "Table of Contents" page of each volume, if applicable.

All other pages must not contain any information which identifies the offeror, such as company name, address, or logo. "Our Company" and "Our Partners" is acceptable, however when referring to the company or subcontractors in the proposal.

Copy number shall appear on the edge of the binder to allow for rapid accountability when placed in a vertical position in a storage cabinet. If material for a volume requires more than one book, then that volume must be labeled with the name and number of the volume and book number, if any, i.e., Technical Proposal, Volume 2, Book 1 of 2.

L.17.3.2 Indexing

The indexing must be used to identify all proposed sections. Each volume must be organized such that an extensive search of the proposal is not necessary for its review. Information not in its appropriate section and not appropriately referenced may be assumed to have been omitted.

L.17.3.3 Page Size, Typing, Spacing, Page Numbering and Page Limits

a. Page size must be 8-1/2 by 11 inches. The proposal pages, except for briefing charts, may be printed on both sides of plain white bond paper with each side enumerated for page count. The type size must not be less than 12 point with a space and a half between lines. When both sides of a sheet of paper contain material, it will be counted as two pages.

b. Each section within a volume must be sequentially numbered.

c. The page limit for Volume II - Technical Proposal is 50 pages. This does not include the 2 pages for the Key Personnel resumes.

d. There is no page limit for Volume III – Past Performance.

e. There is no page limit for Volume IV – Price Proposal.

L.18 Volume I, Offer and Other Documents

a. The Offer and Other Documents, Volume I, consists of and must include the following:

1. Section A - Table of Contents
2. Section B - Solicitation/Contract Form
3. Section C - SIR Section B Supplies or Services and Price/Cost
4. Section D – SIR Section K – Representations, Certifications and Other Statements of Offerors
5. Section E – Business Declaration Form

b. Specifics are as follows:

1 – Volume I, Section A - Table of Contents

Each Offeror must provide within this volume a table of contents depicting what is contained in each of the four volumes submitted in the Offeror's proposal as well as a listing of all acronyms used.

2 – Volume I, Section B - Solicitation/Contract Form

"Solicitation, Offer, and Award" with blocks 13 through 18 must be completed by the Offeror. The representative who signs this form must be authorized to contractually bind the company making the proposal. In the block with its name and address, the Offeror should supply the Contractor Establishment Code applicable to that name and address, if known to the Offeror.

3 – Volume I, Section C - SIR Section B Supplies or Services and Price/Cost

The Offeror must complete the pricing for the services as identified in Section B of the contract. The Offeror must submit prices as required in Section B. The Offeror must also summarize the proposed price for each section and provide the total price in the appropriate designations.

4 - Volume I, Section D - SIR Section K - Representations, Certifications and Other Statements of Offerors.

The Offeror must complete all Representations, Certifications and Other Statements included in Section K of the SIR.

5 – Volume I, Section E – Business Declaration Form.

The Offeror must complete the Business Declaration Form

L.19 The completion and submission to the FAA of the above items will constitute an offer and will indicate the Offeror's unconditional assent to the terms and conditions in this SIR and in any attachments hereto.

L.20 Volume II – Technical Proposal

FACTOR a. The Technical Proposal, Volume II

This section shall address the Technical Approach

Sub factor 1. Corporate Experience

The offeror must provide a description of the work performed under the contract of similar size and scope with in the last five years (04 -08) which demonstrates the offeror's ability to:

- Develop strategic and business plans for organizations.
- Manage multiple tasks including resource allocations
- Develop performance metric and scorecards for government organizations.

Sub factor 2. Knowledge of the FAA/ATO organization, its business, financial and planning processes.

The offeror must provide an in-depth description which demonstrates the offeror understanding of the following:

- the FAA Flight Plan and its impact on the agency to carry out its mission
- demonstrate knowledge and understanding of FAA's core administrative and Financial Systems to include: Delphi, PRISM, Crux/Castle, FPPS.
- Demonstrate working knowledge and understanding of the FAA Cost Accounting System (CAS).

Sub factor 3. Key personnel – resumes limited two pages

The resumes will be evaluated based on the qualifications/experience and education outlined in Section J. Only key personnel resumes must be submitted. The key personnel are identified in Section H of the contract and below.

Principal Consultant
 Project Manager
 Senior Human Resource Analyst
 Senior Technical Support
 Senior Consultant

L.21 Volume III – Past Performance

This section shall address Past Performance

The FAA will conduct a past performance review of each Offeror's proposal. Each Offeror shall submit written information pertaining to relevant experience involving similar size and scope of work as addressed in the Statement of Work, Section C.

The information should reflect experience that occurred during the government FY 05 – FY 08 (October 1, 2005 through September 30, 2008). Included should be a point of contact for government and/or industry, phone number and facsimile number.

A minimum of three contracts demonstrating the Offeror's past experience shall be identified. The Offeror shall also provide a supplemental list also with valid references/points of contact, telephone and facsimile numbers, total dollar value of each, performance period and a brief description of each. The supplemental list shall include five contracts (excluding small purchases under \$100,000) of the most relevant contracts awarded to the Offeror within the past three years.

Information regarding each offeror garnered from individuals familiar with the Offeror's past efforts will be used to compile a past performance history which will become one of the evaluation factors used in the source selection process.

The Offeror may provide information on any problems encountered on the contracts and/or subcontracts identified herein and speak to the corrective action used to resolve the issues/problems.

Offerors should provide general information on their performance for each contract identified. More specific performance information will be obtained from references and other sources as the FAA deems appropriate.

The Offeror may describe any quality awards/certifications received within the past three years that indicate the Offeror's abilities/capabilities in performing the services rendered. The Offeror shall also identify the segment of the company and/or division which received the award/certification. Identify the period of performance the awards/certifications applied to and the date received.

Each Offeror is responsible for sending their private sector references a letter authorizing the approval to provide to the government, the Offeror's past performance information. Each Offeror is required to provide Attachment J – 1, Past Performance Questionnaire, to the three references listed as points of contact for the above referenced contracts. Each of the three points of contact must complete the Past Performance Questionnaire in full and mail the completed form directly to the FAA Contracting Officer at the following address:

FAA
Eugene Kimbrough, Contracting Officer
C/O Tanyka L. Lawrence
800 Independence Avenue, SW
Room 406 W, ASU
Washington, DC 20591

The completed questionnaires must be received by the FAA no later than the due date for the reception of proposals, June 19, 2009. Each Offeror is responsible for any follow-up required ensuring timely submission of completed questionnaires by the Offeror's points of contact.

L.23 Volume IV – Price Proposal

a. The Price Proposal, Volume IV will consist of the following:

1. Section B
2. Financial Statements

General Instructions and Notices

The Price Proposal submitted by the Offeror must be in a separate, sealed package, plainly marked "PRICE PROPOSAL". Cost and pricing information shall not be included in the technical proposal. The pricing instructions are applicable to the prime contractor only.

Unrealistically low proposed prices will be grounds for eliminating a proposal from competition on the basis that the Offeror did not/does not understand the requirement.

The Government reserves the right to request additional information from Offerors subsequent to the receipt of proposals.

Section B

The Offeror shall insert rates and extensions in Section B. Rates are also required for each year. All rates shall be in dollars and cents. Direct Labor Hours are defined as: ACTUAL WORK HOURS exclusive of vacation, holidays, sick leave and other absences. All hours applicable to part-time, full-time and temporary employees of the Offeror, hours of proposed subcontractor personnel and hours purchased from a temporary personnel agency are considered direct labor hours. Compute and complete Section B without modifying Government furnished estimates of hours

The Offeror **must** provide the point of contact and telephone number for its auditing agency i.e. DCAA.

The amounts provided for ODC are budgeted amounts which **MUST** not be exceeded by the Offeror but are included in the overall contract amount. Any charges over the amounts provided will require justification.

Other Direct Costs (ODC) as approved by the Government may include travel, computer and consultant services, equipment, supplies, and state and federal excise (transaction) taxes. If there are other direct costs, which differ from those as listed; the Offeror must identify and discuss the magnitude and annual costs it considers as other direct costs. The Offeror must list the annual projected general and administrative (G&A) rates that will apply to travel and ODCs.

The Offeror must include financial statements for each of the last three company fiscal years. If the statements have been audited, they must include the auditors' report. If the Offeror is a joint venture, then each firm that is a member of the joint venture must submit financial statements. It is not necessary to submit financial statements of proposed subcontractors. Financial statements should include the following:

- Balance Sheets
- Profit and Loss Statements (Income Statements)
- Statements of Cash Flow
- Statements of Retained Earnings (Statements of Stockholders' Equity)

To meet the requirements of this SIR, there must be sufficient funds and/or line of credit from a lending institution to cover expenditures (payroll, taxes, operating cost, etc.) to accommodate the government delays in making payments for a period of ninety days. The line of credit required is the monthly CLIN price multiplied by three months. The Offeror must provide the financial documentation to clearly support this requirement that sufficient funds are available, for the areas in which proposals are priced.

L.24 Disposition of Unsuccessful Proposals

Proposals from unsuccessful Offerors will not be returned. The original proposal will be retained in the solicitation file and the remaining copies will be destroyed.

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PART IV - SECTION M

EVALUATION FACTORS FOR AWARD

M.1 3.1-1 Clauses and Provisions Incorporated by Reference (December 2005)

This screening information request (SIR) or contract, as applicable, incorporates by reference the provisions or clauses listed below with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or offerors and contractors may obtain the full text via Internet at:

<http://conwrite.faa.gov> (on this web page, select "Search and View Clauses").

M.2 3.2.4-31 Evaluation of Options (April 1996)

M.3 Basis for Award

a. Award Selection:

The Offeror whose offer conforms to the requirements of the solicitation and provides the best value to the FAA will be selected for award. **Best value** is defined as: The proposal that presents the most advantageous solution to the FAA, based on the evaluation of technical, price and other factors specified in the SIR. The best value approach provides the opportunity for technical cost/price trade-offs and does not require that award be made to either the Offeror submitting the highest rated proposal or the Offeror submitting the lowest price, although the ultimate award may be to either one of those Offerors.

In evaluating the proposals, the Government may conduct written or oral communications with any and/or all Offerors, and may reduce Offerors participating in the competition to only those Offerors most likely to receive award. Additionally, the FAA reserves the right to conduct discussions and/or negotiations with any individual competing Offeror, or all competing Offerors, as the situation warrants. A discussion with one or more Offerors does not require discussions with all Offerors.

If at any point during the evaluation of proposals, the FAA concludes based on information submitted by an Offeror orally or in writing that the Offeror does not have a reasonable chance of receiving an award, then that Offeror may be rendered no longer eligible for award and eliminated from further consideration. Any Offeror eliminated from further consideration will be officially notified in writing.

The FAA reserves the right not to make an award if such action is in its best interest.

Offerors are cautioned not to minimize the importance of a detailed adequate response in any one of the factors due to its not being numerically scored.

In conducting the evaluation, the FAA will use information contained in the proposal and may use information obtained from other sources. While the FAA may elect to consider information

obtained from other sources (other than past performance information), the FAA is under no obligation to do so and the burden is on the Offeror to provide a complete and thorough proposal.

b. Order of Importance

The basis for award will be made against the evaluation factors contained in Section M and the FAA's characterization of the risk involved in making an award to an Offeror. All factors will be considered in the evaluation for award. The following evaluation factors are listed in descending order of importance.

Technical Approach (Factor 1) is the most important factor and is more important than all of the remaining factors combined followed by Past Performance (Factor 2), followed by Price (Factor 3). As technical differences between offers become smaller, the more important past performance and price becomes.

Technical will have a numerical score assigned. Past Performance will be evaluated on an Acceptable/Unacceptable basis. Price will be evaluated on reasonableness and will not be scored. Risk will be evaluated in accordance with the SIR, Section M.11, Risk Analysis.

c. Eligibility for Award

To be eligible for award, the Offeror must meet all the requirements of the SIR. However, the FAA reserves the right to reject any and all offers, waive any requirements, minor irregularities and discrepancies, if it would be in the best interest of the FAA to do so. In addition, the Offeror must comply with Section L of the SIR. The Offeror must also be determined to be financially viable and otherwise responsible.

d. Award on Initial Offers

The FAA reserves the right to award a contract immediately following the conclusion of any evaluation, and is not required to conduct discussions or negotiations with the successful Offeror or any other Offeror. Therefore, it is critical that each offer be fully responsive to this SIR and its provisions. All submittals in response to this SIR should contain the Offeror's best terms from a price, technical, and business and management standpoint. If the FAA awards on initial offers, the basis for award remains best value and, therefore, the successful Offeror may not have submitted the lowest price.

e. Number of Potential Contract Awards

The FAA anticipates awarding only one contract resulting from this SIR.

M.4 Evaluation Process

a. During the evaluation process, the Government Evaluation Team will evaluate each Offeror using information submitted by the Offeror, (or in the case of past performance, obtained from

outside references and other points of contact) against evaluation factors contained in Section M.5.

b. During the evaluation, the Technical Evaluation Team will evaluate the Offeror's technical proposal against evaluation factors in Sections M.5 and M.6.

c. Past performance analysis will be conducted in accordance with procedures in Section M.7.

d. A separate Price Evaluation team will also evaluate the Offeror's Price Proposals against the criteria addressed in Section M.8.

e. After the team completes their evaluations, the evaluators will meet to assess the overall risk of each offeror for each area proposed. Risk assessment is the Government's estimates as to the Offeror's ability to perform successfully in light of the Government's evaluation of the Offeror's proposal. Risk assessment will be conducted in accordance with Section M.10.

f. The evaluation team will then compile the results from all evaluation criteria and present their findings to the Source Selection Official (SSO), who will select the offer providing the best value to the FAA. This will be based on the technical proposal, risk characterization, price proposal, past performance, relevant experience and business and management as determined by the SSO.

M.5 Evaluation Factors

The following evaluation factors will be used to evaluate the Offeror's proposal and are listed in descending order of importance. If factors contain sub factors, the sub factors are listed in descending order of importance. Under each sub factor, if there are sub elements, they are of equal importance.

a. FACTOR 1: Technical Approach

Sub factor 1. Corporate Experience

Sub factor 2. Knowledge of the FAA/ATO organization, its business, financial and planning processes.

Sub factor 3. Key personnel – resumes limited two pages

c. FACTOR 2: Past Performance

d. FACTOR 3: Price

M.6 Technical Evaluation

a. The Offeror's Technical Proposal will be evaluated based on the soundness and practicality of the approach, methodology and general knowledge/understanding regarding data called for in Factor 1.

Approach – The degree to which the technical approach demonstrates comprehension of the requirements and the necessary resources to implement a successful program.

Understanding – The degree to which the technical approach for implementing the requirements is logical, feasible, and achievable given the requirements; The degree that the technical performance and schedule risks are identified and mitigated.

Soundness – The validity and achievability of the selected technical approach.

b. The Technical Proposal will be used to assist the Evaluation Team in assessing each Offeror's level of familiarity and understanding of the work to be performed under the resultant contract. The Technical Proposal will be evaluated to obtain capability information and assess the effectiveness of the Offeror's response to this SIR.

M.7 Past Performance Evaluation

a. The Offeror's Past Performance will be evaluated on an Acceptable/Unacceptable basis. Offeror's are to note that in conducting the Past Performance evaluation, the FAA will use both data provided by the Offeror and data obtained from other sources. The following definitions apply:

Acceptable – A very low or low risk for successful performance as defined below:

Very Low Risk – Offeror's past performance history provides essentially no doubt that the Offeror will perform the required effort successfully.

Low Risk – Offeror's Past Performance history provides little doubt that the Offeror will perform that required effort successfully.

Unacceptable – A high or very high risk as defined below:

High Risk – Offeror's past performance history provides substantial doubt that the Offeror will perform the required effort successfully.

b. Successful past performance will be evaluated based upon input received from individuals and organizations familiar with the work ethic and standards of the Offeror as demonstrated through previous or ongoing contracts of a similar nature. Offeror's will be assessed as to whether their company has compiled a track record of quality work, timeliness of performance, satisfied customers and demonstrated price and schedule control procedures.

M.8 Price Evaluation Process

a. Price will not be scored. The price proposal will assess the reasonableness of the proposed prices. A price is "reasonable" if it does not exceed that which a prudent person would pay in the conduct of competitive business. The Government reserves the right to request that the Offeror provide additional information that supports the proposed prices of services.

b. Offerors are cautioned that unrealistically low prices may be grounds for eliminating a proposal from the competition on the basis that the Offeror did not/does not fully understand the requirement.

M.10 Risk Analysis

M.10.1 Risk assessment analysis serves to assess and evaluate potential risks to the Government associated with the selection of each Offeror's overall proposal for fulfilling the requirements of the SIR. Risk is defined as the Government's degree of confidence that the Offeror will successfully meet performance baseline implicitly or explicitly incorporated into the proposal, that the solutions proposed will successfully meet the requirements of the SIR, and that the benefits in relation to the subfactors will be realized. Risk will be adjectivally rated as low, moderate, or high. The primary criteria to be used in the assessment of risk will be the degree to which the Offeror substantiates the ability to meet schedule, price and performance components of the SIR. The evaluation of risk will also focus on whether each proposal volume supports and is logically consistent with information supplied in other volumes. It will also examine any unsubstantiated representations made in any proposal volume.

M.10.2 Risk will be identified at factors and subfactors level. Risk elements assessed may not be assigned equal importance in determining the overall degree of risk to the Government inherent in each Offeror's proposal. Therefore, a single unmitigated risk item may pose such a high degree of uncertainty as to cause the entire proposal to be determined as high risk to the Government. Based on this risk assessment evaluation, an overall adjectival rating describing the risk inherent to each offeror's proposal will be assigned. Risk will be adjectivally rated as follows:

HIGH (H)

Likely to cause serious disruptions of schedule, increases in cost or degradation of performance even with special emphasis and close monitoring

MODERATE (M)

Can potentially cause some disruption of schedule, increases in cost, or degradation of performance, but with special emphasis and close monitoring of the contractor, will probably be able to overcome difficulties.

LOW (L)

Has little potential to cause disruption of schedule, increases in cost, or degradation of performance. With normal effort/monitoring will probably overcome difficulties.